

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
Schools and Libraries)	CC Docket No. 02-6
Universal Service Support Mechanism)	
)	
Request for Review and/or Waiver by)	
the Park Hill (MO) School District)	Application Nos. 161049598
of Funding Decisions by the)	and 171035440
Universal Service Administrative Company)	

**REQUEST FOR REVIEW AND/OR WAIVER
BY THE PARK HILL SCHOOL DISTRICT
OF FUNDING DECISIONS BY THE
UNIVERSAL SERVICE ADMINISTRATIVE COMPANY**

Pursuant to sections 54.719 and 54.722 of the Commission's rules,¹ the Park Hill (Missouri) School District² (Park Hill or the District) hereby respectfully requests a review of Universal Service Administrative Company (USAC) decisions to deny Schools and Libraries Universal Service (E-rate) funding for Funding Year 2017 and to rescind funding for Funding Year 2016.³

USAC's decisions are incorrect because USAC wrongly concluded that a self-provisioned network must be exclusively used by E-rate-eligible entities. First, USAC's finding is flatly inconsistent with long-standing Commission rules and precedent not only allowing but *encouraging* E-rate eligible entities to partner with other public entities to procure E-rate eligible services. In fact, it was this partnership with the City of Kansas City, Missouri, that allowed the

¹ 47 C.F.R. § 54.719(b), (c); 47 C.F.R. § 54.722(a).

² Billed Entity Number 137156.

³ Exhibit 1, FRN Status Tool spreadsheet.

program and the District to save an additional \$200,000 on the services at issue in this appeal, even after the District had saved potentially millions of dollars over a 20-year period by building its own network instead of continuing to lease wide area network services. In fact, USAC's prohibition on non-E-rate eligible entities using self-provisioned networks appears nowhere in the *Second Modernization Order's* discussion of self-provisioning nor in any subsequent Commission order or statement.

USAC's decision is also inconsistent with the Commission's and USAC's prior public statements interpreting the Commission's orders regarding self-provisioned networks. Park Hill relied on these public statements, as well as on USAC's specific, individual advice to Park Hill, which Park Hill sought during the planning and application stages of this project. It is unjust and contrary to administrative law requirements for USAC to rescind and deny funding under these circumstances. For these reasons, Park Hill urges the Commission to reverse USAC's denial of Park Hill's funding for 2017 and its commitment adjustment for 2016.

In the alternative, Park Hill respectfully requests a waiver of the Commission's rules to the extent necessary to grant the requested relief. It is contrary to public policy and does not advance the goals of the E-rate program to deny funding for a shared, self-provisioned network when the Commission explicitly endorsed such shared networks, the applicant scrupulously complied with the competitive bidding rules, and partnering with the City saved the Universal Service Fund (USF) and local taxpayers a significant amount of money. Park Hill also notes that USAC's denial of Park Hill's entire application is inconsistent with past practice to simply reduce a funding request to remove the cost for services provided to ineligible entities. Even if the City was not allowed to partner with Park Hill, Park Hill is still eligible for E-rate funding for its self-provisioned network.

Table of Contents

I.	BACKGROUND	4
II.	USAC’S DECISIONS ARE NOT SUPPORTED BY COMMISSION PRECEDENT AND ARE CONTRARY TO COMMISSION POLICY	10
A.	Commission Rules and Precedent Explicitly Permit and Encourage Partnerships Between E-rate Applicants and Other Public Entities in Order to Obtain the Best Value for Themselves and the Program	11
B.	The Commission Did Not Require that a Self-Provisioned Network Be Exclusively Used by the E-rate Eligible Owner of the Network, as USAC Claims.....	14
C.	Park Hill Relied on USAC and FCC Staff Statements About Self-Provisioning	16
D.	USAC’s Decision Constituted an Impermissible Retroactive Rule Change That Harms Applicants and Undermines Program Goals.....	19
III.	DENYING PARK HILL’S ENTIRE FUNDING REQUEST IS INCONSISTENT WITH PAST PRACTICE TO REMOVE ONLY THE FUNDING ATTRIBUTED TO THE INELIGIBLE ENTITY FROM THE FUNDING REQUEST	21
IV.	IN THE ALTERNATIVE, THE COMMISSION SHOULD WAIVE ITS RULES BECAUSE IT IS IN THE PUBLIC INTEREST TO SAVE USF AND LOCAL TAXPAYER FUNDS AND THERE WAS NO HARM TO THE PROGRAM	21
V.	CONCLUSION.....	23

I. BACKGROUND

The Park Hill School District is a public school district in Platte County, Missouri, with education programs designed to serve more than 11,000 students in pre-kindergarten through twelfth grade. Park Hill's vision is "building successful futures, each student, every day," and its values include high expectations, integrity, and continuous improvement. The District includes ten elementary schools, three middle schools, three high schools, and an early childhood education center. Park Hill is the only school district in Missouri to twice earn the Missouri Quality Award, which recognizes an organization's commitment to meeting its stakeholders' needs and to using the best available processes.

In 2014, in the *Second Modernization Order*, the Commission announced that it would permit E-rate applicants "to construct their own or portions of their own networks when self-construction is the most cost-effective solution."⁴ The Commission explained that allowing self-provisioning would help achieve the Commission's connectivity targets.⁵

In the wake of the *Second Modernization Order*, USAC and Commission staff conducted a series of trainings explaining the new rules to program participants. In these trainings, both USAC and Commission representatives explicitly recognized that self-provisioning applicants might, consistent with the *Second Modernization Order*, choose to share facilities with entities that are not eligible for E-rate funding, in which case the key to complying with the rules would be cost allocation, to ensure that funding is sought only for eligible services.⁶

⁴ *Modernizing the E-rate Program for Schools and Libraries*, WC Docket No. 13-184, Second Report and Order and Order on Reconsideration, 29 FCC Rcd 15538, 15555 ¶ 43 (2014) (*Second Modernization Order*).

⁵ *Id.* at 15541 ¶ 6.

⁶ Specific statements by USAC and Commission staff are discussed below.

Relying on the text of the *Second Modernization Order* and on these public statements by USAC and Commission representatives, Park Hill decided to consider the possibility of self-provisioning a WAN for which it was planning to seek E-rate funding in Funding Year 2016. In November 2015, as it was preparing its FCC Form 470, Park Hill sought advice from USAC consultant Joe Freddoso to ensure compliance with Commission rules, in part because another public entity was potentially interested in sharing Park Hill's facilities, which could reduce the overall costs of the project. In response, Mr. Freddoso explained which aspects of the network would be eligible for E-rate funding in that scenario, consistent with the advice publicly given in USAC's 2015 trainings and the FCC's Fiber Build Workshop.⁷ Commission rules allow public entities to join in consortia with schools and libraries to procure and purchase E-rate eligible services, but those entities cannot receive E-rate funds.⁸

Having secured Mr. Freddoso's guidance, in November 2015 Park Hill filed an FCC Form 470 for Funding Year 2016 and issued requests for proposals (RFPs) for leased fiber optic networks and for construction of a new fiber optic network to compare the most cost-effective solution for the District's wide area network.⁹ In its RFP for self-construction, Park Hill requested that bidders provide a separate quote for fiber strands that would not be E-rate eligible.¹⁰ Some of those strands would be used by Park Hill in future funding years and some of those strands would be used by the City, if Park Hill decided that self-provisioning was the most cost-effective solution. At that time, Park Hill was still considering an agreement with the City;

⁷ Park Hill's email exchange with Mr. Freddoso is described in greater detail below in the discussion section.

⁸ 47 C.F.R. § 54.500 (Consortium).

⁹ FY2016 470# 160005260 (four separate RFPs).

¹⁰ See Park Hill Outside Plant RFP, Exhibit 2 at page 4, item 26; page 7, item 5.

as noted below, that agreement was not finalized until the following January. It was not necessary for Park Hill to specifically reference the City on its FCC Form 470 or RFP documents because Park Hill intended to build the exact same network regardless of the City's participation, and would consider entering into an agreement with the City only if self-provisioning turned out to be the most cost-effective option after competitive bidding.¹¹ Consistent with the *Second Modernization Order*, Park Hill did not specify technologies in its bid solicitation documents and did not express a preference for self-provisioning. Park Hill solicited bids for both leased lit and dark fiber services and for a self-provisioned fiber network.¹²

Park Hill evaluated the bids it received in response to its RFPs—both leased and self-provisioned options—and identified the most cost-effective bids using the price of E-rate eligible services as the primary factor for each type of service.¹³ Park Hill then conducted a 20-year cost analysis to determine whether self-provisioning the WAN would be the most cost-effective approach overall. In this analysis, Park Hill determined that self-provisioning would save the school district between \$768,000 and \$3.3 million over 20 years, depending upon future capacity needs of the district and the price of that capacity.¹⁴ Accordingly, Park Hill awarded contracts for the construction and maintenance of a self-provisioned fiber network on January 15, 2016.

¹¹ If Park Hill had selected a leased lit or dark fiber solution, the City would not have purchased those services in conjunction with Park Hill.

¹² FY2016 FCC Form 470 #160005260 (four separate RFPs).

¹³ See Bid Evaluation Sheet, Exhibit 3.

¹⁴ See Park Hill 20-Year Analysis Spreadsheet, Exhibit 4; Kellogg & Sovereign Memorandum re estimated costs of three scenarios, Exhibit 5.

On January 13, 2016, Park Hill entered into a cooperative agreement with the city of Kansas City, Missouri (the City).¹⁵ This agreement allowed Park Hill to use some of the City's spare conduit for its self-provisioned network, and gave the City the right to use certain fiber strands within Park Hill's self-provisioned network.¹⁶ Notably, Park Hill did not modify its network plans at all to accommodate this agreement or build any facilities specifically to serve the City. Rather, the agreement allowed Park Hill to take advantage of existing City-owned conduit along its planned route, and to share its extra fiber strands with the City. At the time, Park Hill estimated that partnering with the City in this way would save Park Hill as much as \$430,000 that it would otherwise have had to spend on installing conduit, acquiring easements, and the like.¹⁷ The E-rate program, of course, would likewise save half of that amount because Park Hill is eligible for a 50 percent discount.

Because the City was an entity ineligible to receive E-rate funds, before applying for E-rate funding, Park Hill diligently cost-allocated out the facilities designated for the City's use, to ensure that it requested E-rate funding only for eligible services provided to E-rate eligible entities.¹⁸ Park Hill took care in developing its agreement with the City to adhere to the guidance that Commission and USAC staff had provided in 2015. In addition, throughout the process of deciding to self-provision its WAN and developing its agreement with the City, Park

¹⁵ Fiber-Optic Network Cooperative Agreement dated Jan. 13, 2016. Park Hill provided this cooperative agreement to USAC as an attachment to its USAC questionnaire response on April 30, 2017. *See* Exhibit 6, Attachment 1.

¹⁶ *Id.* at 1-3, 5 (providing that Park Hill would provide the City with 72 single-mode fiber strands in one specified location and one 12-ct single-mode fiber buffer tube throughout the rest of the network).

¹⁷ *See* Cost Comparison Spreadsheet, Exhibit 7. This spreadsheet, created in late 2015 when Park Hill was considering partnering with the City, shows the cost difference between building the WAN on its own ("Plan A") and partnering with the City ("Plan B").

¹⁸ *See, e.g.,* Lan-Tel Bid Response, Exhibit 8, at 4 (showing that Park Hill sought E-rate funding for only 12 strands of fiber for Park Hill's immediate use, and cost-allocated out all excess capacity above that).

Hill coordinated with USAC staff to ensure that it was complying with Commission rules and the *Second Modernization Order* in every respect.

Park Hill received a funding commitment for its Funding Year 2016 WAN project on March 2, 2017. Subsequently, and even though USAC had already committed funding to Park Hill for the project, USAC contacted the district on April 14, 2017 to request a response to questions relating to its self-provisioned network, including “whether any fiber installed will be used at any time by a party other than the applicant.”¹⁹ In response, Park Hill described its agreement with the City, provided a copy of its cooperative agreement with the City, and confirmed that the costs associated with the facilities provided to the City had been identified in Park Hill’s FRN as ineligible and cost-allocated out of its funding request.²⁰

On May 9, 2017, having received no indication from USAC that its 2016 application was in any way problematic, Park Hill filed an application for Funding Year 2017 to request funding to support the costs of connecting a new high school to the same WAN.

On December 14, 2017, USAC issued its funding commitment decision for Funding Year 2017 and denied funding for Park Hill’s additional WAN circuit.²¹ A few weeks later, on January 9, 2018, USAC issued a commitment adjustment (COMAD) for Funding Year 2016, in which it rescinded funding for two FRNs associated with Park Hill’s self-provisioned WAN.²² USAC’s stated reason for rescinding the Funding Year 2016 commitment was essentially identical to that in its denial for Funding Year 2017:

¹⁹ Self-Provisioned Network Questions from USAC, Exhibit 9 (April 2016).

²⁰ *Id.* (response to Question 8(b)).

²¹ Exhibit 1.

²² Even though USAC took more than 10 months from the initial commitment to issue the COMAD, Park Hill had not received any disbursements for these FRNs.

During a review, it was determined that the funding commitment for this request must be reduced by \$908,528.18. USAC will seek recovery of any improperly disbursed funds from the applicant. E-rate funding is only available for eligible schools, libraries, and consortia made up of eligible schools and libraries, to purchase eligible services that will be used for an eligible educational purpose. E-rate supported services may not be resold. As explained in the Second E-rate Modernization Order, E-rate applicants may request E-rate support for a self-provisioned network (i.e., a network that is constructed for, and thereafter owned, maintained, and operated by, the applicant) when self-provisioning a network, or a portion of a network, is the most cost-effective option for the applicant's connectivity needs. Applicants considering requesting E-rate support for a self-provisioned network must request competitive bids for both a self-provisioned network and services provided over third party networks, and compare all responsive bids (see 54 C.F.R. 54.503(c)(iv)). E-rate applicants may only receive E-rate support for eligible services provided to eligible entities for eligible purposes (see 47 C.F.R. 54.501, 54.502, 54.504(a)(1)(v)). Further, E-rate applicants may not resell services or products purchased with E-rate discounts (see 47 C.F.R. 54.513(a)). Because of these rules, **self-provisioned networks must be completely owned and exclusively used by E-rate eligible entities (which may include E-rate eligible members of an identified Consortium), and cannot be used and/or owned by other ineligible entities.** During review of this funding request, it was determined that this self-provisioned network was not going to be constructed for the applicant's exclusive use, and that an ineligible third party would own and/or use this network. Accordingly, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.²³

Park Hill appealed USAC's decisions on February 9, 2018. USAC denied the appeal for Funding Year 2016 on June 22, 2018, and denied the appeal for Funding Year 2017 on June 23, 2018. In addition to the explanation it gave for the original denial and rescission of funding, USAC stated in both appeal denials: "During the appeal, you explained that the portion of the network being used by [the] third party was not paid by USAC. You have not demonstrated on appeal that USAC's determination was incorrect."²⁴

²³ Exhibit 1, 2016 COMAD, FRN #1699113115 (emphasis added). USAC gave the identical reason for denying \$26,447.30 in funding for FRN #1699144893.

²⁴ USAC Funding Year 2016 Appeal Denial, Exhibit 10; USAC Funding Year 2017 Appeal Denial, Exhibit 11. We do not believe USAC is trying to add as a reason for its denial the argument that Park Hill did not demonstrate that it had properly removed costs attributable to the City, as USAC had never made that determination. As explained above, Park Hill provided evidence to USAC that it had cost-allocated

E-rate rules allow applicants 60 days to file an appeal of a USAC decision.²⁵ As such, this appeal is timely filed.

II. USAC’S DECISIONS ARE NOT SUPPORTED BY COMMISSION PRECEDENT AND ARE CONTRARY TO COMMISSION POLICY

USAC’s decisions to deny funding for Funding Year 2017 and rescind its funding commitment for Funding Year 2016 are contrary to Commission rules and precedent, which explicitly permit and encourage partnerships of E-rate applicants and other public entities so they can obtain the best value for the services paid for with E-rate funding.

USAC’s decisions appear to be based on a “requirement” for self-provisioned networks that appears nowhere in the *Second Modernization Order*’s discussion of self-provisioning or in any subsequent Commission order or statement. Moreover, that “requirement” is contrary to the Commission’s and USAC’s own previous interpretations of that *Order*, as well as the Commission’s statements in the *First Modernization Order* encouraging applicants to participate in consortia in order to obtain the best pricing. Finally, USAC’s rationale changes the state of the law retroactively, harming Park Hill, which relied on the *Second Modernization Order* and the Commission’s and USAC’s public statements about it.

Park Hill sought funding and built its self-provisioned WAN in strict compliance both with USAC’s public statements about self-provisioned networks and with USAC’s specific, individual advice, which Park Hill sought during the planning and application stages of this project. For USAC to deny and rescind funding after having assured Park Hill repeatedly for more than a year that its self-provisioned WAN was fully compliant with the E-rate rules is

out all costs associated with facilities provided to the City before USAC made its initial decisions to deny and rescind funding. Park Hill will gladly provide the Commission with additional information on how it cost-allocated out all costs associated with the City if such information would be helpful.

²⁵ See 47 C.F.R. § 54.720(a).

arbitrary and contrary to program goals. For these reasons, Park Hill respectfully asks that the Bureau reverse USAC's denial of funding for 2017 and its commitment adjustment for 2016.

A. Commission Rules and Precedent Explicitly Permit and Encourage Partnerships Between E-rate Applicants and Other Public Entities in Order to Obtain the Best Value for Themselves and the Program

The Commission has explicitly allowed and encouraged consortia that include both E-rate-eligible entities and non-E-rate-eligible entities. Specifically, the Commission adopted its definition of "consortium" in the *First Modernization Order* that specifically allows government entities, including municipalities, to participate in consortia with E-rate eligible entities.²⁶ Other than schools and libraries, public entities are not eligible for E-rate funding, but they are allowed to join with schools and libraries to procure and purchase telecommunications, Internet access and other E-rate eligible services.²⁷ If anything, then, the Commission has stated the *opposite* of what USAC concluded: that applicants *may* partner with ineligible entities, as long as any services provided to those ineligible entities are cost-allocated out of requests for E-rate funding.²⁸

USAC trainings conducted in the wake of the Modernization Orders not only acknowledged the Commission's position that consortia could include ineligible entities; USAC explicitly told E-rate participants that a consortium consisting of both eligible and ineligible entities could obtain E-rate funding for a self-provisioned network, as long as the costs

²⁶ *Modernizing the E-rate Program for Schools and Libraries*, WC Docket No. 13-184, Report and Order and Further Notice of Proposed Rulemaking, 29 FCC Rcd 8870, 8943 ¶ 182 (2014) (*First Modernization Order*). Because USAC mentioned consortia in its decisions, Park Hill notes that at no point did USAC advise Park Hill to file as a consortium, and in fact, as explained more fully below, EPC gives applicants no way to file as a consortium with a non-E-rate-eligible entity *and* demonstrate that it has cost-allocated out costs associated with that entity.

²⁷ 47 C.F.R. § 54.500 (Consortium).

²⁸ *Id.*

associated with the ineligible entities were allocated out. A USAC training on October 24, 2017, included several examples of how cost allocation would work with self-provisioned networks.

One of the examples USAC cited was:

Example 4: The applicant is an E-rate consortium comprised of schools and municipal entities. It seeks to self-provision a network that will be owned entirely by the schools, but will also be used by the municipal entities.

Result: The cost of all fiber strands used by the municipal entities must be allocated out of the funding request, as well as any additional special construction costs incurred because of the installation of those fiber strands (e.g., any increased labor charges, increased plant costs, 100% of the costs of any laterals built to the municipal entities).²⁹

This language makes it clear that USAC understood the Modernization Orders to allow ineligible “municipal entities” to share self-provisioned E-rate-funded networks as long as “[t]he cost of all fiber strands used by the municipal entities [is] allocated out of the funding request.”³⁰ USAC has given no explanation for why it takes the opposite position on self-provisioned networks now.³¹ Park Hill respectfully argues that USAC cannot defend its current position, because there is no Commission precedent to support it.

Park Hill did exactly what the example quoted above from USAC’s 2017 training told applicants to do: it allocated out all costs associated with providing service to the City before submitting its funding request. The only difference between what Park Hill did and USAC’s example is that Park Hill filed as a school district rather than as a consortium. But this difference does not justify denying and rescinding Park Hill’s funding for three reasons.

²⁹ USAC 2017 E-rate Training, Exhibit 12, fiber options at p. 28. See USAC website for the entire presentation at <https://www.usac.org/res/documents/SL/training/2017/Fiber-Options.pdf>.

³⁰ *Id.*

³¹ In its denials, USAC stated that “self-provisioned networks must be completely owned and exclusively used by E-rate eligible entities (which may include E-rate eligible members of an identified Consortium), and cannot be used and/or owned by other ineligible entities.” *See supra* p. 9.

First, USAC’s guidance above was provided in 2017—more than a year after Park Hill submitted its original request for funding. Second, even had it known to do so, Park Hill could not have filed as a consortium for these funding requests because USAC’s E-rate Productivity Center (EPC) interface does not allow applicants seeking to apply as consortia to list E-rate ineligible members, even though the Commission’s rules allow E-rate eligible and non-E-rate eligible entities to form a consortium. For this reason, Park Hill had no choice but to apply as a school district: the only members of its “consortium” were itself and the City. Because EPC wouldn’t allow Park Hill to identify the City—an ineligible entity—as a consortium member, Park Hill was the only applicant that EPC would recognize. As such, USAC directed Park Hill to apply as a school district. Park Hill believes that the example above should still apply to its applications; otherwise Park Hill is effectively being punished for a failing of EPC. It is fundamentally unjust for USAC to require applicants to submit their applications in a certain way and then structure its filing system so that they cannot do so. Finally, even if the District had been able to designate its application as a “consortium” application, that does not change the City into an “E-rate eligible” applicant. The District is still the applicant for E-rate funding, as the City is not eligible to receive E-rate support. Labeling the District’s application as “consortium” or “district” is for descriptive purposes only, not a substantive change that affects which entities are eligible for support.³²

³² It makes no difference to the program in this case whether the application was filed as a consortium or a school district. Because the City is not eligible for E-rate funding, there were no discount calculations to perform. The only additional work USAC may have done was to confirm cost-allocations for any non-eligible services or entities were properly calculated. As Park Hill had worked with USAC staff prior to filling the application, USAC was well aware of Park Hill’s partnership with the City, and the District has since provided that evidence regardless.

B. The Commission Did Not Require that a Self-Provisioned Network Be Exclusively Used by the E-rate Eligible Owner of the Network, as USAC Claims

In the *Second Modernization Order*, the Commission adopted three “safeguards” in order “to ensure that self-construction is available only in limited circumstances when it is demonstrated to be the most cost-effective solution to obtain high-speed broadband.”³³

1. Self-provisioning is allowed “only where self-construction is demonstrated to be the most cost-effective option after competitive bidding.”³⁴ Before choosing to self-provision, applicants “must solicit bids for both service and construction in the same FCC Form 470 and must provide sufficient detail so that cost-effectiveness can be evaluated based on the total cost of ownership over the useful life of the facility for applicants who pursue the self-construction option.”³⁵
2. Applicants “may only receive funding for self-construction if the facilities are built and used within the same funding year.”³⁶
3. Applicants must “secure all of the resources necessary to make effective use of the services they purchase.”³⁷

The Commission explicitly declined to adopt any other safeguards or requirements for self-provisioning, apart from an expectation that USAC and the Wireline Competition Bureau would monitor for waste, fraud, or abuse.³⁸

The *Second Modernization Order* placed these three—and only three—conditions on self-provisioned networks: that they be the most cost-effective solution; that they be constructed and used within the same funding year; and that applicants secure the necessary facilities to make effective use of self-provisioned services. The *Order* explicitly declined to place any other

³³ *Id.* at 15555-56 ¶ 44.

³⁴ *Id.* at 15557-58 ¶ 48.

³⁵ *Id.*

³⁶ *Id.* at 15558 ¶ 49.

³⁷ *Id.* at 15558 ¶ 50.

³⁸ *Id.* at 15557 ¶ 47 & n.101.

limitations on self-provisioning, and Park Hill is unaware of any Commission order that added additional limitations or restrictions.

Ignoring the Commission's affirmative rejection of additional restrictions on self-provisioning networks, USAC has now apparently created one of its own: that self-provisioned networks must be completely owned and exclusively used by E-rate eligible entities and cannot be used by other entities that are allowed to participate in consortia with E-rate eligible entities. This is the rationale USAC used to deny and rescind funding for Park Hill's self-provisioned WAN.³⁹ But USAC's rationale has no basis in anything the Commission has said about self-provisioned networks.

The discussion of self-provisioning in the *Second Modernization Order* said nothing about sharing self-provisioned facilities with ineligible entities. It certainly did not prohibit such sharing, and there is no reason to believe that the Commission would have prohibited such sharing if it had taken up the issue in the *Second Modernization Order*, given the emphasis in that *Order* on expanding options for schools and libraries as a means to achieving the Commission's broadband connectivity goals. As such, the program rules allowing consortia that apply to other E-rate services should apply to self-provisioned networks as well.

³⁹ USAC's denial of Park Hill's appeal for Funding Year 2016 also included the following language: "The FRN is denied for failure to request competitive bids for both a self-provisioned network and services provided over third party networks, and compare all responsive bids." USAC Funding Year 2016 Appeal Denial at 5. This reason for denial did not appear in the initial COMAD, and Park Hill does not understand why USAC would have added it at the appeal stage. As explained above, Park Hill did indeed request bids for both self-provisioned network and leased networks, and then scrupulously compared the costs of all options before concluding that the self-provisioned network would be the most cost effective. *See supra* pp. 5-6. Prior to its denial of Park Hill's 2016 appeal, USAC had never found any fault with Park Hill's bid solicitation process, only with the cooperative agreement with the City. Accordingly, to the extent that USAC belatedly decided that Park Hill's bid solicitation process violated the competitive bidding rules, USAC's decision must be reversed.

Further, in its decisions USAC cited the Commission’s prohibition on reselling E-rate-funded services.⁴⁰ USAC may believe (although it did not say so explicitly) that Park Hill’s agreement with the City violates the statement in the *Second Modernization Order* that “[p]ursuant to the prohibition against reselling service purchased with E-rate discounts, applicants [seeking funding for self-provisioned networks] may only receive E-rate support for services that they use.”⁴¹ In its appeal to USAC, Park Hill explained that it is in no way reselling E-rate-supported services as part of its agreement with the City. Park Hill scrupulously cost-allocated out of its request for E-rate funding the fiber it is providing to the City, so those facilities are *not* resold services purchased with E-rate discounts; they were not purchased with E-rate discounts in the first place. Accordingly, to the extent that USAC based its decision on the belief that Park Hill was reselling E-rate-eligible services, USAC’s decision is incorrect.

C. Park Hill Relied on USAC and FCC Staff Statements About Self-Provisioning

As explained above, USAC’s reason for denying and rescinding funding for Park Hill’s self-provisioned WAN is at odds with Commission rules and the *Second Modernization Order* itself. It is also at odds with public statements made by Commission staff in the months after the *Order* was released. Moreover, USAC’s rationale is at odds with its *own* public statements about self-provisioned networks and is contrary to the individual advice that its consultant gave to Park Hill during the planning of its self-provisioned network, including its possible intention to share part of the network with an ineligible entity.⁴²

⁴⁰ 47 C.F.R. § 54.513(a).

⁴¹ *Second Modernization Order*, 29 FCC Rcd at 15558 ¶ 49.

⁴² See Email from Debi Sovereign to Bernie Manns, Oct. 3, 2017, Exhibit 13 (“Park Hill has been one of the examples USAC used throughout the bidding process for self-provisioned networks. We worked closely with Joe Freddoso [representing USAC] each step of the way and had multiple experts review each step.”).

At the time that Park Hill was contemplating an agreement with the City, public statements by the FCC’s managing director clearly indicated that Commission staff believed that sharing a self-provisioned network with an ineligible entity was permissible under the *Second Modernization Order*, as long as any services provided to those entities were cost-allocated out of the applicant’s requests for funding. In May 2015, five months after the release of the *Second Modernization Order*, the Commission hosted an E-rate Fiber Build Workshop. At that workshop, FCC managing director Jon Wilkins said the following about special construction projects, which he defined as including self-provisioned networks:

- “For any . . . shared and multi-purpose projects, the critical question from E-rate funding eligibility is: are those costs necessary to get those services to the school or library?”⁴³
- “If it is a shared project, is that cost or that portion of the cost an essential piece to reach the school or library?”⁴⁴
- “In a multi-purpose project, if additional fibers in the strand are not going to the E-rate eligible entity, those are not E-rateable.”⁴⁵
- “[Y]ou can’t seek E-rate support beyond the capacity that you are going to need in that funding year.”⁴⁶
- “If there are projects out there where people are actually looking at projects to serve hospitals and other entities as well, I think a reasonable discussion around what really is for the school and what isn’t and have that be a part of the narrative description of the project is reasonable.”⁴⁷

These statements by Mr. Wilkins clearly assumed that under the *Second Modernization Order*, there would be self-provisioning arrangements that include ineligible entities.

⁴³ FCC E-Rate Fiber Build Workshop Video, May 20, 2015, at 48:15, <https://www.fcc.gov/news-events/events/2015/05/erate-fiber-build-workshop>. All of the quotes from the workshop included herein can be found between 48:15 and 51:55 in the workshop video.

⁴⁴ *Id.*

⁴⁵ *Id.*

⁴⁶ *Id.*

⁴⁷ *Id.*

At the same workshop, USAC consultant Joe Freddoso made the following statements about special construction projects:

- “We are going to get into three subjects to close and the first one is cost allocation and this one is near and dear to my heart. While we haven’t seen many applications like this yet we think E-rate applicants will be interested in applying for special construction funding for fibers that will have the potential to serve non E-rate customers such as government offices, or healthcare facilities, in fact, they may be a dual purpose USF kind of program with HCF and E-rate and commercial entities. Jon [Wilkins], kind of explain how the best thinking is right now on how these projects should allocate cost towards E-rate eligible and non-E-rate eligible entities?”⁴⁸
- “If a build request came in with a 96-count fiber, we would see probably 12 as the outer limit of what the applicant would need, so those incremental what it would cost to get to the applicant would likely be an eligible cost and what wouldn’t be eligible in that is the incremental 84 strands.”⁴⁹

Even more than Jon Wilkins’s statements above, Mr. Freddoso’s statements clearly envision self-provisioned networks that share facilities with ineligible entities, and where the applicant must cost-allocate out the services provided to the ineligible entities. Statements like these left Park Hill and other E-rate participants confident that such shared networks were permissible under the *Second Modernization Order* in USAC’s view.

Also in 2015, USAC conducted applicant trainings titled “Fiber Options.” These trainings described the newly available self-provisioning option, and the accompanying PowerPoint slides make no mention of any requirement such as the one USAC has cited in the decisions underlying this appeal.⁵⁰ Indeed, the trainings suggested exactly the opposite: that

⁴⁸ *Id.*

⁴⁹ *Id.*

⁵⁰ See USAC 2015 Applicant E-rate Training, Exhibit 14, fiber options at 15-16 (discussing the requirements applicable to self-provisioned networks but making no mention of any prohibition on sharing network facilities with ineligible entities). See USAC website for the entire presentation at https://www.usac.org/_res/documents/SL/training/2015/Applicant-Training-05-Fiber-Options.pdf.

fiber networks constructed pursuant to the new rules *could* be shared with ineligible entities, as long as the applicant cost-allocated out any facilities ineligible for E-rate funding. One of the slides stated that “For shared or multi-purpose fiber build projects, costs necessary to get the fiber to the school or library are eligible,” and that “Applicants may not seek funding for fiber that the applicant is not using.”⁵¹ Had USAC believed that self-provisioned networks could not be used by E-rate ineligible entities, there would have been no reason to discuss this type of cost allocation for shared or multi-purpose fiber build projects.

In addition to these public statements about self-provisioned networks, USAC—through its consultant, Mr. Freddoso—gave specific guidance to Park Hill when it was planning its network. Park Hill spoke to Mr. Freddoso on the phone three times while it was planning its network, and at no time did he indicate any concerns about what they were planning.⁵²

In short, the Commission and USAC told Park Hill and other applicants repeatedly and consistently that they could share E-rate-funded networks with ineligible entities as long as they cost-allocated out the costs associated with the services provided to those entities before applying for funding. It is simply unjust for USAC to tell applicants over and over that this was permissible, then change its mind after allowing applicants to rely on that advice.

D. USAC’s Decision Constituted an Impermissible Retroactive Rule Change That Harms Applicants and Undermines Program Goals.

Park Hill respectfully argues that USAC’s decisions constituted an unannounced policy change that is impermissibly being applied retroactively to Park Hill. As a matter of

⁵¹ *Id.* at 22.

⁵² See Call Notes, October-December 2015, Exhibit 15. Mr. Freddoso even asked Park Hill if it would speak to another applicant about its RFP and network design. See also emails between Ryan Kucharo and Joe Freddoso, January 2016, Exhibit 16.

administrative law, agencies—or here, USAC, as the Commission’s agent—may not change requirements or policies without giving applicants adequate notice of such change.⁵³ Here, though, USAC not only allowed Park Hill to rely on one set of requirements, it actively *encouraged* Park Hill to do so, then changed those requirements well after Park Hill’s request for funding had been granted and its network had been constructed. USAC’s decisions are thus inconsistent with administrative law principles and should be reversed.

USAC’s abrupt and arbitrary reversal regarding self-provisioned networks harmed Park Hill, which relied on the Commission’s and USAC’s earlier statements when planning its network.⁵⁴ It harms other applicants who may find themselves in the same situation when their shared self-provisioned networks have already been planned and built. And it undermines the Commission’s stated reason for allowing self-provisioning in the first place, which is to increase broadband options for schools and libraries and thus help achieve the Commission’s connectivity goals. Finally, it undermines the statutory goal of making affordable broadband accessible to schools and libraries, because constructing the same network for only Park Hill without partnering with the City would have cost Park Hill and the E-rate program significantly more. Accordingly, USAC should reverse its decisions and fully fund Park Hill’s self-provisioned network.

⁵³ See Administrative Procedure Act, 5 U.S.C. §§ 551-559; see also *FCC v. Fox Television Stations, Inc.*, 556 U.S. 502, 515-16 (2009) (“An agency may not, for example, depart from a prior policy *sub silentio* or simply disregard rules that are still on the books.”).

⁵⁴ USAC is not allowed to interpret Commission rules or make policy. 47 C.F.R. §54.702(c).

III. DENYING PARK HILL'S ENTIRE FUNDING REQUEST IS INCONSISTENT WITH PAST PRACTICE TO REMOVE ONLY THE FUNDING ATTRIBUTED TO THE INELIGIBLE ENTITY FROM THE FUNDING REQUEST

When an ineligible entity receives funding intended for E-rate recipients, USAC or the Commission typically would direct the applicant to cost-allocate the funds that were used by the ineligible entity and remove those funds from the application. It is contrary with past practice to deny the entire funding request because of an ineligible entity. Instead, USAC has simply reduced the amount of funding committed to the applicant. Examples of this include a preschool within a District that USAC deems is not an eligible elementary school under applicable state law or a school that had closed but was nevertheless included on a district's application.⁵⁵

If USAC's concern was that the City is ineligible to receive E-rate funds, then the remedy is to ensure that the costs for the services are appropriately cost-allocated, which has already been done for these funding requests. USAC did not provide any rationale as to why Park Hill's application should be denied in its entirety. Even if the City was not allowed to partner with Park Hill, Park Hill is still eligible for E-rate funding for its self-provisioned network.

IV. IN THE ALTERNATIVE, THE COMMISSION SHOULD WAIVE ITS RULES BECAUSE IT IS IN THE PUBLIC INTEREST TO SAVE USE AND LOCAL TAXPAYER FUNDS AND THERE WAS NO HARM TO THE PROGRAM

As explained above, Park Hill did not violate the Commission's rules. If the Commission disagrees, however, Park Hill respectfully asks the Commission to waive its rules to the extent necessary to grant the requested relief.

⁵⁵ Spreadsheet showing examples from funding commitments reducing the amount requested due to ineligible entities, August 2018. Exhibit 17.

Any of the Commission's rules may be waived if good cause is shown.⁵⁶ The Commission may exercise its discretion to waive a rule where the particular facts make strict compliance inconsistent with the public interest.⁵⁷ In addition, the Commission may take into account considerations of hardship, equity, or more effective implementation of overall policy on an individual basis.⁵⁸

A waiver in this case would be in the public interest. Granting the requested waiver also advances the goals of the E-rate Program. As explained above, USAC's decisions undermine the Commission's stated reason for allowing self-provisioning: to increase broadband options for schools and libraries to help achieve the Commission's connectivity goals. Park Hill's self-provisioned network saved the Program money: constructing the same network only for itself without partnering with the City would have cost both Park Hill and the Program significantly more. A waiver, by contrast, would support the statutory goal of making affordable broadband accessible to schools and libraries.

USAC's decisions have harmed Park Hill, which faces the loss of more than \$1 million in E-rate funding despite making every effort to comply with the Commission's rules and orders. There was no waste, fraud, or abuse here. On the contrary, Park Hill scrupulously ensured that its planned self-provisioned network was fully compliant with the Commission's rules and orders and USAC's public interpretations thereof. In fact, there was nothing more that Park Hill *could* have done to make sure its self-provisioned network complied with E-rate rules and requirements. Park Hill relied on a good faith reading of the Commission's rules and the

⁵⁶ 47 C.F.R. § 1.3.

⁵⁷ *Northeast Cellular Telephone Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990).

⁵⁸ *WAIT Radio v. FCC*, 418 F.2d 1153, 1159 (D.C. Cir. 1969); *Northeast Cellular*, 897 F.2d at 1166.

Modernization Orders—a reading that the Commission and USAC appeared to share at one point—to procure essential services for its District and make wise use of program and tax dollars.

As a policy matter, treating self-provisioned networks as if they are fatally “tainted” by any other use also discriminates against them vis-à-vis other types of networks funded by the program. Special construction for managed services over fiber, leased lit fiber, and dark fiber all receive E-rate funding even though other, non-E-rate eligible end users may be served using those facilities. As long as the costs for excess fiber strands are cost-allocated, as Park Hill did, those facilities can serve users not eligible for E-rate funds.

In past waiver orders, the Commission has noted that minor, procedural errors “do not warrant the complete rejection of [beneficiary] applications.”⁵⁹ If Park Hill’s error was that it did not label itself a consortium, which it could not do using EPC, at most that would constitute a minor paperwork error. Consistent with precedent, therefore, the Commission should not rescind and deny all funding for Park Hill’s cost-effective project.

V. CONCLUSION

Park Hill followed every rule and requirement applicable to self-provisioned networks in Funding Years 2016 and 2017. It solicited bids from third parties for both leased and self-provisioned options, and evaluated them before deciding that self-provisioning its WAN was the most cost-effective option—and by far the least expensive method of procuring essential WAN services. The District allocated out the cost of all services to the non-E-rate-eligible entity from its requests for funding, to ensure that all requested funding was for E-rate-eligible entities, in

⁵⁹ *Requests for Waiver of the Decision of the Universal Service Administrator by Adams County School District 14, Commerce City, CO et al.*, CC Docket No. 02-6, Order, 22 FCC Rcd 6019, para. 10 (2007)

full compliance with Commission rules. On top of all that, Park Hill carefully sought advice from USAC to ensure that its fiber-sharing agreement with the City complied with the Commission's rules, and USAC responded that it did. To rescind and deny funding under these circumstances is arbitrary and unjust.

For the reasons described above, Park Hill respectfully asks the Bureau to grant this appeal, or in the alternative to waive the Commission's rules to the extent necessary to grant the requested relief.

Respectfully submitted,

/s/ Gina Spade

Gina Spade
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gina@broadbandlegal.com
202-907-6252

Counsel for Park Hill School District

/s/ Clay Fulghum

Clay Fulghum
General Counsel
Park Hill School District
7703 NW Barry Rd,
Kansas City MO, 64153
fulghumc@parkhill.k12.mo.us
816-359-6510

August 21, 2018

CERTIFICATE OF SERVICE

This is to certify that on this 21st day of August, 2018, a true and correct copy of the foregoing Request for Review was sent via email to the Schools and Libraries Division, Universal Service Administrative Company at the Appeals@USAC.org address.

/s/ Theresa Schrader

Theresa Schrader

List of Attachments

Affidavit of Derrick Unruh

- Exhibit 1 FRN status tool spreadsheet with funding year 2017 denial and the COMAD for funding year 2016
- Exhibit 2 Park Hill Outside Plant RFP
- Exhibit 3 Bid Evaluation Sheet
- Exhibit 4 Park Hill 20-Year Analysis Spreadsheet
- Exhibit 5 Kellogg & Sovereign Memorandum re estimated costs of three scenarios
- Exhibit 6 Fiber-Optic Network Cooperative Agreement dated Jan. 13, 2016
- Exhibit 7 Cost Comparison Spreadsheet
- Exhibit 8 Lan-Tel Bid Response
- Exhibit 9 Self-Provisioned Network Questions from USAC
- Exhibit 10 USAC Funding Year 2016 Appeal Denial
- Exhibit 11 USAC Funding Year 2017 Appeal Denial
- Exhibit 12 USAC 2017 Applicant E-rate Training, fiber options
- Exhibit 13 Email from Debi Sovereign to Bernie Manns, Oct. 3, 2017
- Exhibit 14 USAC 2015 Applicant E-rate Training, fiber options
- Exhibit 15 Call Notes, October-December 2015
- Exhibit 16 Emails Between Ryan Kucharo and Joe Freddoso, January 2016
- Exhibit 17 Examples of reduced funding due to ineligible entities

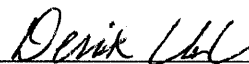
Affidavit of Derrick Unruh

STATE OF MISSOURI)
) SS
COUNTY OF Platte)

I, Derrick Unruh, swear:

1. That I am the Director of Technology for the Park Hill School District. I was hired by the district for that position in July 1, 2012.
2. That I have read the foregoing appeal and avow the information stated therein is true and correct to the best of my knowledge and belief.

Further Affiant Sayeth Not.



Derrick Unruh
Director of Technology
Department of Technology
Park Hill School District
7703 NW Barry Rd,
Kansas City MO, 64153

VERIFICATION

STATE OF MISSOURI)
) SS
COUNTY OF Platte)

COMES NOW, Derrick Unruh, and being first duly sworn upon my oath, state that I have read the foregoing Affidavit, and that the facts contained therein are true and correct to the best of my knowledge, information and belief, and that I sign the same as my free act and deed.

Derrick Unruh
Derrick Unruh

On this 21st day of August, 2018, before me, a Notary Public in and for said state, personally appeared Derrick Unruh, known to me to be the person who executed the within Affidavit, and acknowledged to me that he executed the same for the purposes therein stated and that he executed the same as his free act and deed.

OPAL O. HIBBS
Notary Public - Notary Seal
State of Missouri - Platte County
Commission # 15637217
My Commission Expires 8/10/2019
My Commission Expires: 8/10/2019

Opal O. Hibbs
Notary Public

EXHIBIT 1

FRN	FRN Status	471 Application Number	BEN	Billed Entity Name	Applicant City	Applicant State	471 Consulting Firm Name	Service Provider Name	Fund Year	Orig Funding Request	Cmtd Funding Request	Orig FRN Service Type	Cmtd FRN Service Type	Wave Number	FCDL Date	FCDL Comment for 471 Application	FCDL Comment for FRN	FRN Committed Amount
1799079471	Denied	171035440	137156	PARK HILL SCHOOL DISTRICT	KANSAS CITY	MO	Kellogg & Sovereign Consulting, LLC	K&W Underground, Inc.	2017	\$74,990.90	\$0.00	Data Transmission and/or Internet Access	Data Transmission and/or Internet Access	29	12/14/2017	MR1:Holiday Contact Information of the FCC Form 471 was modified in accordance with the applicant's request. MR2:The following RAL changes requested were not implemented because they are not allowable changes: Changing Billed Entity	DR1:As explained in the Second E-rate Modernization Order, E-rate applicants may request E-rate support for a self-provisioned network (i.e., a network that is constructed for, and thereafter owned, maintained, and operated by, the applicant) when self-provisioning a network, or a portion of a network, is the most cost-effective option for the applicant's connectivity needs. Applicants considering requesting E-rate support for a self-provisioned network must request competitive bids for both a self-provisioned network and services provided over third party networks, and compare all responsive bids (see 54 C.F.R. § 54.503(c)(iv)). E-rate applicants may only receive E-rate support for eligible services provided to eligible entities for eligible purposes (see 47 C.F.R. §§ 54.501, 54.502, 54.504(a)(1)(v)). Further, E-rate applicants may not resell services or products purchased with E-rate discounts (see 47 C.F.R. § 54.513(a)). Because of these rules, self-provisioned networks must be completely owned and exclusively used by E-rate eligible entities (which may include E-rate eligible members of an identified Consortium), and cannot be used and/or owned by other ineligible entities. During review of this funding request, it was determined that this self-provisioned network was not going to be constructed for the applicant's exclusive use, and per the contract, other third parties, the City of Kansas City, would own and/or use this network. Therefore, funding for this FRN is denied.	\$0.00



Commitment Adjustment Letter

Derrick Unruh
PARK HILL SCHOOL DISTRICT
7703 NW BARRY RD
KANSAS CITY, MO 64153

01/09/2018

Our review of your Schools and Libraries Universal Service Support Program (or E-rate) funding request has determined funds were committed in violation of Federal Communications Commission (FCC) rules. You have 60 days from the date of this letter to appeal the following decision(s). For more detailed information see below.

Total commitment adjustment: \$934,975.48

Total amount to be recovered: \$0.00

FCC Form 471	FRN	Commitment adjustment	Total amount to be recovered	Explanation(s)	Party to recover from
161049598	1699113115	\$908,528.18	\$0.00	Other	BEN
161049598	1699144893	\$26,447.30	\$0.00	Other	BEN

See Attached Adjustment Report for more information on the specific FRNs and Explanations listed above.

Commitment Adjustment

FCC rules require the Universal Service Administrative Company (USAC) to rescind commitments and recover funding when it is determined that funding was committed and disbursed in violation of the rules. This letter notifies you that USAC will be adjusting your funding commitment(s) and provides information on how to appeal this decision.

This is NOT a bill. If disbursed funds need to be recovered, USAC will issue a Demand Payment Letter. The debt referenced in the Demand Payment Letter will be due within 30 days of that letter's date. Failure to pay the debt may result in interest, late payment fees, and administrative charges and will invoke the FCC's "Red Light Rule."

FCC's Red Light Rule

The FCC Red Light Rule requires USAC to dismiss pending FCC Form 471 applications, appeals, and invoices or to net disbursements offsetting the debt if the entity responsible for paying the outstanding debt owed to the FCC has not paid the debt or made satisfactory arrangements to pay the debt within 30 days of the Demand Payment Letter. For information on the Red Light Rule, see

<https://www.fcc.gov/licensing-databases/fees/debt-collection-improvement-act-implementation>.

To Appeal This Decision

If you wish to contest any part of this letter, you must first file an appeal with USAC to seek review of the decision. Parties that have filed an appeal with USAC and received an adverse decision may, if they choose, appeal USAC's decision to the FCC. Parties seeking a waiver of a codified FCC rule should file a request for waiver directly with the FCC because



USAC cannot waive FCC rules. Your appeal to USAC or waiver request to the FCC must be filed within 60 days of the date of this letter.

All appeals filed with USAC must be filed in EPC by selecting "Appeal" from the menu in the top right hand corner of your landing page and providing the requested information.

Your appeal should include the following information. (Because you file the appeal through your EPC account, the system will automatically fill in some of these components for you).

- 1) Name, address, telephone number, and email address for the contact person for this appeal.
- 2) Indicate specifically that your letter is an appeal. Include the following to identify the USAC decision letter (e.g., Commitment Adjustment Letter) and the decision you are appealing:
 - a. Appellant name;
 - b. Applicant name and service provider name, if different from appellant;
 - c. Applicant BEN and Service Provider Identification Number (SPIN);
 - d. FCC Form 471 Application Number and the Funding Request Number (FRN) or Numbers as assigned by USAC;
 - e. "Commitment Adjustment Letter," AND the exact text or the decision that you are appealing.
- 3) Identify the problem and the reason for the appeal and explain precisely the relief sought. Please keep your appeal to the point, and provide supporting documentation. Be sure to keep a copy of your entire appeal, including any correspondence and documentation. A copy will automatically be saved for you in EPC. USAC will reply to your appeal submission to confirm receipt.

For more information on submitting an appeal to USAC including step by step instructions on how to file the appeal through EPC, please see "Appeals" in the Schools and Libraries section of the USAC website.

As mentioned, parties seeking a waiver of FCC rules or that have filed an appeal with USAC and received a decision may file a request for waiver or appeal USAC's decision to the FCC. Waiver requests or appeals to the FCC must be made within 60 days of the issuance of USAC's decision and include all of the information referenced above for appeals to USAC.

The FCC recommends filing appeals or waiver requests with the Electronic Comment Filing System (ECFS) to ensure timely filing. Electronic waiver requests or appeals will be considered filed on a business day if they are received at any time before 11:59 PM ET. If you have questions or comments about using the ECFS, please contact the FCC directly at (202) 418-0193.

For more information about submitting waiver requests or appeals to the FCC, including options to submit the waiver request or appeal via U.S. mail or hand delivery, visit the FCC's website.

Schools and Libraries Division



Adjustment Report

FCC Form 471 Application Number:	161049598
Funding Request Number:	1699113115
Commitment Adjustment:	\$908,528.18
Total Amount to Be Recovered:	\$0.00
Explanation(s):	Other
Party to Recover From:	BEN
Funding Year:	2016
Billed Entity Number:	137156
Services Ordered:	Data Transmission and/or Internet Access
Service Provider Name:	Lan-Tel Communication Services Inc.
SPIN:	143024296
Original Funding Commitment:	\$908,528.18
Adjusted Funding Commitment:	\$0.00
Funds Disbursed to Date:	\$0.00

Funding Commitment Adjustment Explanation:

During a review, it was determined that the funding commitment for this request must be reduced by \$908,528.18. USAC will seek recovery of any improperly disbursed funds from the applicant. E-rate funding is only available for eligible schools, libraries, and consortia made up of eligible schools and libraries, to purchase eligible services that will be used for an eligible educational purpose. E-rate supported services may not be resold. As explained in the Second E-rate Modernization Order, E-rate applicants may request E-rate support for a self-provisioned network (i.e., a network that is constructed for, and thereafter owned, maintained, and operated by, the applicant) when self-provisioning a network, or a portion of a network, is the most cost-effective option for the applicants connectivity needs. Applicants considering requesting E-rate support for a self-provisioned network must request competitive bids for both a self-provisioned network and services provided over third party networks, and compare all responsive bids (see 54 C.F.R. 54.503(c)(iv)). E-rate applicants may only receive E-rate support for eligible services provided to eligible entities for eligible purposes (see 47 C.F.R. 54.501, 54.502, 54.504(a)(1)(v)). Further, E-rate applicants may not resell services or products purchased with E-rate discounts (see 47 C.F.R. 54.513(a)). Because of these rules, self-provisioned networks must be completely owned and exclusively used by E-rate eligible entities (which may include E-rate eligible members of an identified Consortium), and cannot be used and/or owned by other ineligible entities. During review of this funding request, it was determined that this self-provisioned network was not going to be constructed for the applicants exclusive use, and that an ineligible third party would own and/or use this network. Accordingly, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.



Adjustment Report

FCC Form 471 Application Number:	161049598
Funding Request Number:	1699144893
Commitment Adjustment:	\$26,447.30
Total Amount to Be Recovered:	\$0.00
Explanation(s):	Other
Party to Recover From:	BEN
Funding Year:	2016
Billed Entity Number:	137156
Services Ordered:	Data Transmission and/or Internet Access
Service Provider Name:	Olsson Associates
SPIN:	143049526
Original Funding Commitment:	\$26,447.30
Adjusted Funding Commitment:	\$0.00
Funds Disbursed to Date:	\$0.00

Funding Commitment Adjustment Explanation:

During a review, it was determined that the funding commitment for this request must be reduced by \$26,447.30. USAC will seek recovery of any improperly disbursed funds from the applicant. E-rate funding is only available for eligible schools, libraries, and consortia made up of eligible schools and libraries, to purchase eligible services that will be used for an eligible educational purpose. E-rate supported services may not be resold. As explained in the Second E-rate Modernization Order, E-rate applicants may request E-rate support for a self-provisioned network (i.e., a network that is constructed for, and thereafter owned, maintained, and operated by, the applicant) when self-provisioning a network, or a portion of a network, is the most cost-effective option for the applicants connectivity needs. Applicants considering requesting E-rate support for a self-provisioned network must request competitive bids for both a self-provisioned network and services provided over third party networks, and compare all responsive bids (see 54 C.F.R. 54.503(c)(iv)). E-rate applicants may only receive E-rate support for eligible services provided to eligible entities for eligible purposes (see 47 C.F.R. 54.501, 54.502, 54.504(a)(1)(v)). Further, E-rate applicants may not resell services or products purchased with E-rate discounts (see 47 C.F.R. 54.513(a)). Because of these rules, self-provisioned networks must be completely owned and exclusively used by E-rate eligible entities (which may include E-rate eligible members of an identified Consortium), and cannot be used and/or owned by other ineligible entities. During review of this funding request, it was determined that this self-provisioned network was not going to be constructed for the applicants exclusive use, and that an ineligible third party would own and/or use this network. Accordingly, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

EXHIBIT 2

REQUEST FOR PROPOSAL

TE1031: Outside Plant Dark Fiber Optic Infrastructure Construction

PARK HILL SCHOOL DISTRICT

Department of Technology

7703 NW BARRY ROAD

KANSAS CITY, MO 64153

ADVERTISEMENT/INVITATION TO BID

Please be advised that the Park Hill School District Department of Technology is receiving bids for the Outside Plant Dark Fiber Optic Infrastructure Construction project as defined in the attached Contract Documents and Contract Drawings.

Copies of the bidding documents are enclosed herewith.

Bids shall be submitted to the District at the address above at or before the date listed in this document. Bids received after that time will not be accepted nor considered and will be returned unopened.

Bids may be modified, cancelled or withdrawn prior to the above referred time and date only upon written notice actually received by the District before above referred time and date. Bids may not be withdrawn for a 60-day period following the time and date for the receipt of bids.

Bids will be made on the enclosed bid form. Bidders are requested to comply in all respects with the bidding documents and the Instructions to Bidders.

Bidders are reminded that the District is exempt from manufacturers excise taxes, floor or sales taxes. Tax exemption certificates will be issued upon request.

BID NUMBER:	TE1031
RELEASE OF RFB TO BIDDERS:	November 17, 2015
BID RESPONSE DUE:	December 17, 2015 2:00 PM

The undersigned, on behalf of the Bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered; (4) they have read the complete Request for Bid and understand all provisions; (5) if accepted by Park Hill School District, this Bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted Bid will be bidder responsibility.

Firm Name: _____

Contact: _____

Email Address: _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone Number: _____ **Fax:** _____

Taxpayer ID Number: _____

E-Rate SPIN: _____

I. REFERENCES

Please provide three references of similar systems installed locally by your firm:

	CONTACT	INSTITUTION	PHONE
	DOLLAR AMOUNT	APPROXIMATE FEET OF CONSTRUCTION	DATE COMPLETED
1			
2			
3			

II. SUBCONTRACTORS

The Undersigned proposes to use the following Subcontractors for this project

	NAME	CONTACT INFORMATION	ROLE IN PROJECT	% OF PROJECT
1				
2				
3				
4				

III. ADDENDUM(S)

Any addendum(s) will be posted to the Park Hill School District Requests for Proposal and Bids website at: http://www.parkhill.k12.mo.us/district_information/requests_for_proposal_and_bids. Vendors are responsible for checking the website and acknowledging any addendums in their response.

No.	DATE	INITIALS
1		
2		
3		
4		
5		
6		

IV. BID DOCUMENTS

- a. An electronic copy (PDF) of the Contract Documents and plans are available upon request
- b. To request access to the contract documents and plans, please email rfb_tech@parkhill.k12.mo.us
- c. No partial sets of Contract Documents and plans will be issued
- d. Due to the confidential nature of the preferred placement of fiber optic assets, we respectfully request that these documents be kept confidential

V. BASE BID

The vendor shall provide pricing for all material, labor for and incidental work for the project, all in accordance with the drawings and specifications as prepared by Park Hill School District.

No.	Item	Cost	Discount ¹
1	Underground Construction		50%
2	Permits and Fees – Kansas City, MO		50%
3	Permits and Fees – Riverside, MO		50%
4	Permits and Fees – Parkville, MO		50%
5	Permits and Fees – Platte County, MO		50%
6	Permits and Fees – Weatherby Lake, MO		50%
7	Fiber from Site A to Site K ²		50%
8	Fiber from Site B to Site K ²		50%
9	Fiber from Site F to Site K ²		50%
10	Fiber from Site A to Site E ²		50%
11	Fiber from Site A to Site P ²		50%
12	Fiber from Site I to Site G ²		50%
13	Fiber from Site G to Site N ²		50%
14	Fiber from Site N to Site Q ²		50%
15	Fiber from Site Q to Site D ²		50%
16	Fiber from Site D to Site J ²		50%
17	Fiber from Site J to Site C ²		50%
18	Fiber from Site C to Site M ²		50%
19	Fiber from Site M to Site B ²		50%
20	Fiber from Site B to Site H ²		50%
21	Fiber from Site H to Site O ²		50%
22	Fiber from Site O to Site E ²		50%
23	Fiber from Site Q to Site L ²		50%
24	Fiber from Site L to Site R ²		50%
25	Fiber from Site R to Site F ²		50%
26	Fiber - Additional Strands ³		0%
27	Total		
28	Total E-Rate Funding Eligible Costs		
29	Estimated E-Rate Reimbursement to PHSD		
30	Total Cost to PHSD after E-Rate Reimbursement		

¹PHSD Estimated E-rate funding discount percentage

²Cost of fiber for 12-Strands between sites

³Cost of fiber not quantified in Lines 7 through 26

VI. ALTERNATE 1

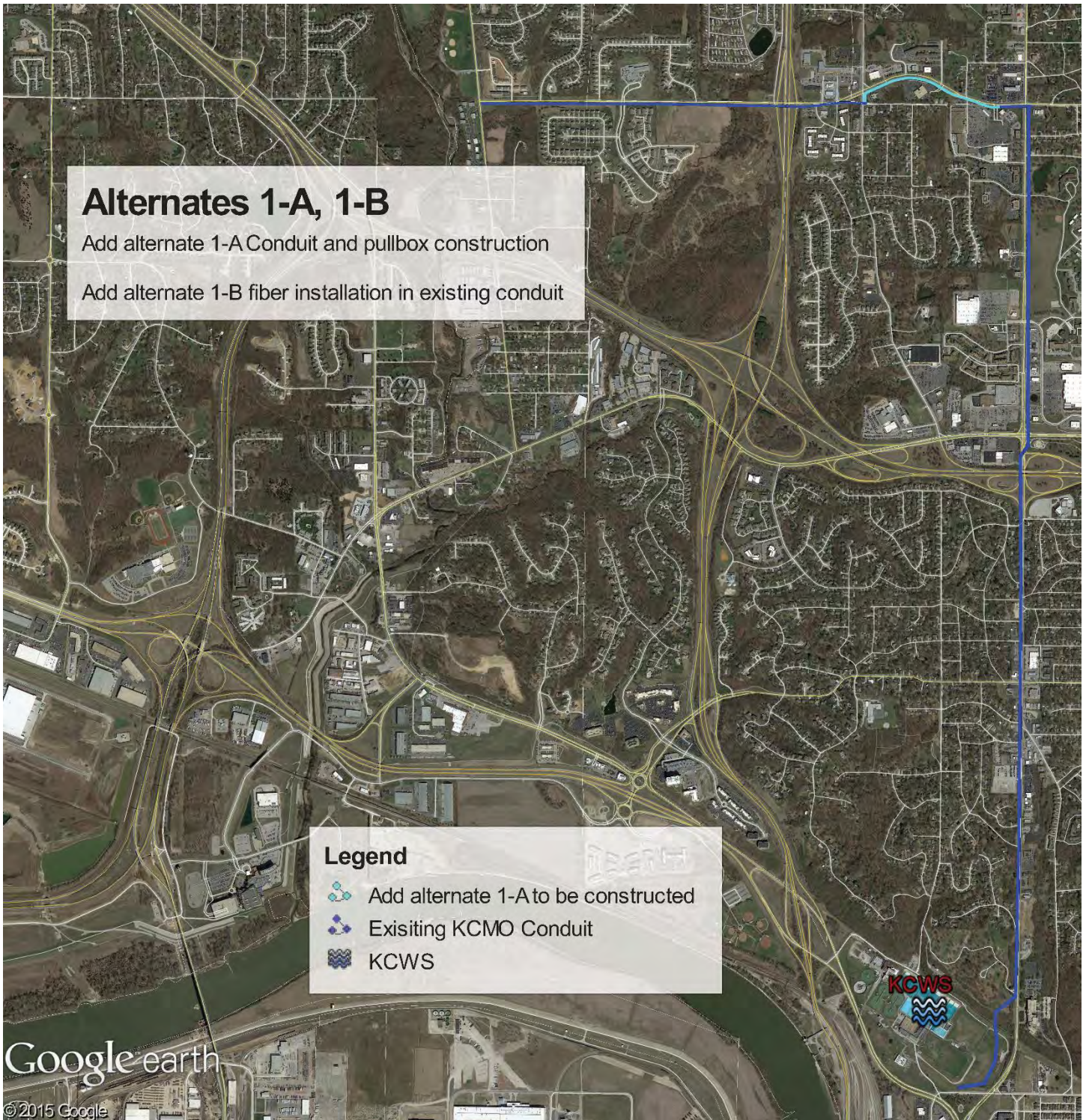
Provide an estimate to design-build a section of network. The network segment is as outlined below.

- Bore approximately 2,500' of proposed 2" Conduit between existing handhole located near NE Englewood Rd and N Walnut St and existing hand hole near NW Englewood Ct and N Broadway in Gladstone, MO (shown as Light Blue Line in Figure 1: Alternate 1 Map)
- Place approximately 19,600' of proposed 96 CT Armored FOC from existing handhole near MO-9 and NE 32nd St in proposed 2" (shown as Light Blue Line in Figure 1: Alternate 1 Map) and existing (shown as Dark Blue Line in Figure 1: Alternate 1 Map) conduit to handhole 10-1 at NW Englewood Rd and NW Waukomis Dr.
- Handholes shall be spaced at no greater than 1400' intervals along newly constructed route
- The Handholes listed below shall have at least 100' of FOC coiled as a slack loop
 - Proposed handhole 10-1 at NW Englewood Rd and NW Waukomis Dr.
 - Existing handhole near NE Englewood Rd and N Oak Rd
 - Existing handhole near 3805 N Oak Rd
 - Existing Handhole near MO-9 and NE 32nd St
- Except where listed above, each handhole shall have at least 50' of FOC coiled as a slack loop.
- At handhole 10-1 splice an additional 84 splices in splice enclosure provided for base bid

No.	Item	Cost	Discount ¹
1	Underground Construction		0%
2	Permits and Fees – Kansas City, MO		0%
3	Permits and Fees – Platte County, MO		0%
4	Fiber		0%
5	Total		

¹PHSD Estimated E-rate funding discount percentage

FIGURE 1: ALTERNATE 1 MAP



VII. ALTERNATE 2

Provide an estimate to design-build a section of network. The network segment is as outlined below.

- Bore approximately 21,000' of proposed 2" Conduit between proposed handhole 61-5 located near NW Old Tiffany Springs Rd and N Ambassador DR and proposed handhole at 39°17'28"N, 94°41'10"W (shown as Pink Line in Figure 2: Alternate 2 Map)
- Place approximately 22,100' of proposed 144 CT Armored FOC from in proposed conduit.
- Handholes shall be installed no more than 1400' along newly constructed route
- Handholes shall be provided at locations listed below and shall have at least 100' of FOC coiled as a slack loop
 - Proposed handhole 61-5 provided in base bid located near NW Old Tiffany Springs Rd and N Ambassador DR.
 - Proposed handhole at 39°17'28"N, 94°41'10"W
 - Proposed handhole located near NW Tiffany Springs Pkwy and N Ambassador Dr.
 - Proposed handhole located near NW 112ST and N Ambassador Dr.
- Except where listed above, each handhole shall have at least 50' of FOC coiled as a slack loop.
- At handhole 61-5 provide Underground Splice Case Type 2 and intercept 192 CT FOC in base bid and splice of 72 strands.

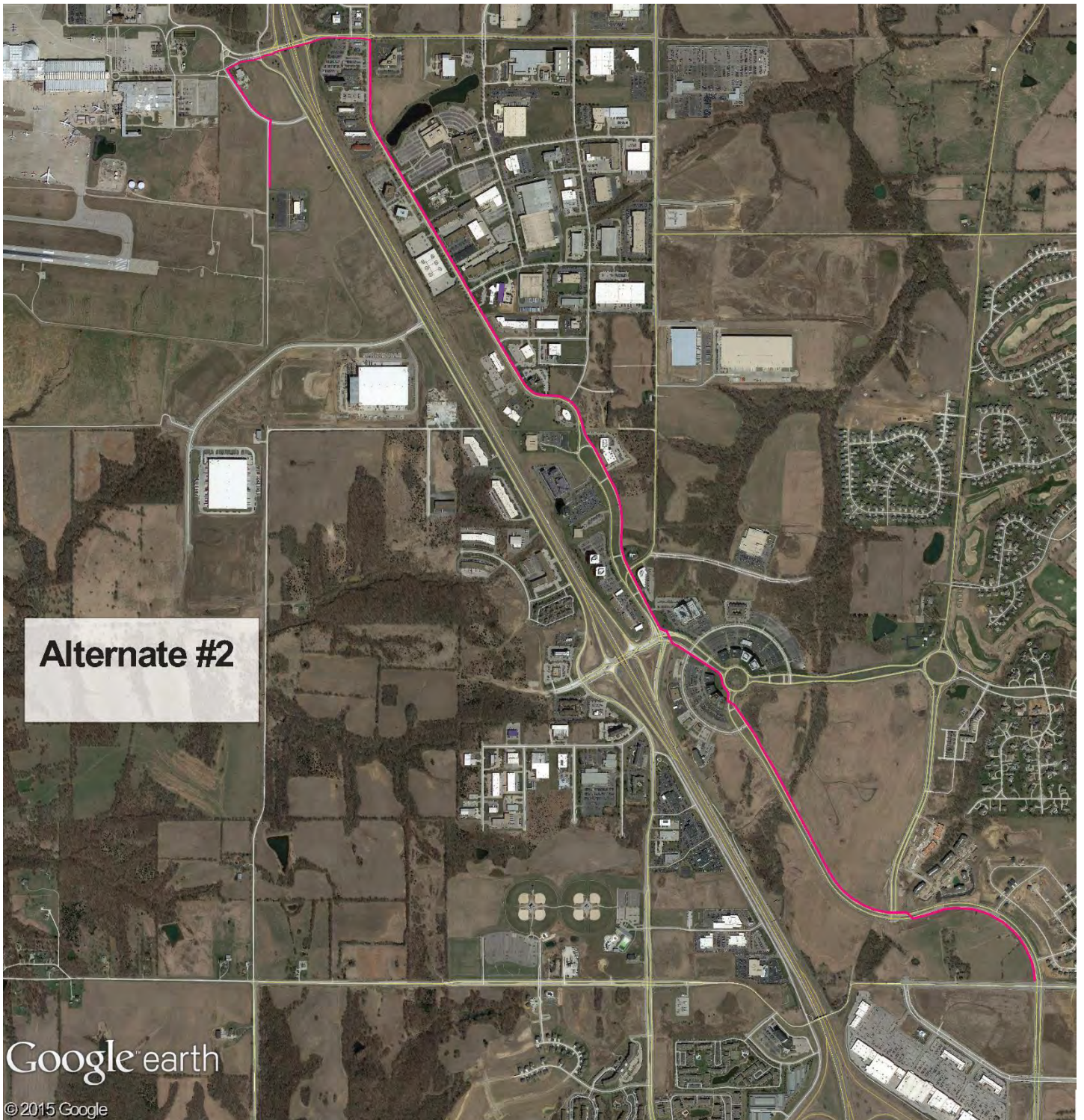
No.	Item	Cost	Discount ¹
1	Underground Construction		50%
2	Permits and Fees – Kansas City, MO		50%
3	Permits and Fees – Platte County, MO		50%
4	Fiber – 12 Strands ²		50%
5	Fiber - Additional Strands ³		0%
6	Total		
7	Total E-Rate Funding Eligible Costs		
8	Estimated E-Rate Reimbursement to PHSD		
9	Total Cost to PHSD after E-Rate Reimbursement		

¹PHSD Estimated E-rate funding discount percentage

²Cost of fiber for 12-Strands between sites

³Cost of fiber not quantified in Lines 4

FIGURE 2: ALTERNATE 2 MAP



VIII. UNIT COSTS

Changes in the quantities from the quantities indicated by the Contract Documents or extensions of the work, will be adjusted by increasing or decreasing in quantities and by applying the corresponding unit prices. Prices shall include all necessary labor, materials, tools, equipment and incidental work.

If the final quantities indicated by the Contract Documents and Drawings of the base bid are revised due to field adjustments, contractor will accept additions to, deductions or deletions from the sum of base bid price based on the unit prices presented in the following Schedule:

No.	Item	Unit	Cost
1	288-Count Fiber Armored Loose tube Installed	LF	
2	192-Count Fiber Armored Loose tube Installed	LF	
3	96-Count Fiber Armored Loose tube Installed	LF	
4	48-Count Fiber Tight Buffer Indoor/Outdoor Installed	LF	
5	Type A Handhole 24"x36"x36" Installed	EA	
6	Type B Handhole 30"x48"x36" Installed	EA	
7	Type C Handhole 48"x48"x36" Installed	EA	
8	Replace Pull box lid assembly Installed	EA	
9	1 Conductor #10 Tracer wire Installed	LF	
10	Witness Pole Marker Installed	EA	
11	1" Plenum Innerduct Installed	LF	
12	1" EMT Installed	LF	
13	2" HDPE Conduit installed	LF	
14	4" HDPE Conduit installed	LF	
15	Exterior 2" GRS Riser Assembly Installed	EA	
16	Exterior 4" GRS Riser Assembly Installed	EA	
17	SMF Fusion Splice	EA	
18	Type 1 Underground Splice Case	EA	
19	Type 2 Underground Splice Case	EA	

IX. ATTACHMENTS

Please attach the following documents to your request and initial stating they are attached.

- **Contractor Information** - Brief contractor biography including, but not limited to, company size, years in business, mission and similar project experience.
- **References** – Please provide and attach three references of projects of similar size. Reference information must include Name, Organization, Address, Telephone Number and a short description of project including size and date of installation.
- **Proposed Project Plan with Schedule and Implementation** – Please include a project plan with a schedule that the contractor believe is reasonable to accomplish the construction within this timeframe and list any assumption used in developing the plan and schedule, including any obligations the District has to meet. The plan must identify implementation issues and associated risk management measures the contractor would propose.
- **Deviations and Exceptions** – Please attach a statement outlining any deviations and/or exceptions to the specifications. Please be sure to include page, section, paragraph/sentence(s) and proposed alternative. If the vendor believes a specific deviation or exception may save PHSD substantial costs, please list the potential cost savings from the base bid.

X. SUMMARY

Number of calendar days until start of work after receipt of Purchase Order: _____

In submitting a response to this document, vendor acknowledges acceptance of all sections of this document, specifications and has clearly delineated and detailed any exceptions.

Signature: _____ **Title:** _____

Printed Signature: _____ **Date:** _____

ADDENDUM 1

TE1031: Outside Plant Dark Fiber Optic Infrastructure Construction

BID NUMBER:	TE1031
ADDENDUM NUMBER:	1
ADDENDUM ISSUED:	December 5, 2015

I. QUESTIONS AND ANSWERS

The following questions are as they were presented to PHSD. The answers to said questions have been answered as completely and accurately as possible.

Q: Can you please release a KMZ file?

A: No. Unfortunately, we do not have a file that is in line with the specification that we feel comfortable releasing. However, as a courtesy we will release a single sheet showing the overall route. This document is attached.

Q: May a contractor bid on both TE1031: Outside Plant Dark Fiber Optic Infrastructure Construction and TE1032: Outside Plant Dark Fiber Optic Infrastructure Construction Project Management and Inspection?

A: No. As to eliminate the opportunity for conflict, the district will reject any bid for TE1032: Outside Plant Dark Fiber Optic Infrastructure Construction Project Management and Inspection that is submitted with a TE1031: Outside Plant Dark Fiber Optic Infrastructure Construction. However, there is no such prohibition for a vendor any other combination of bids.

Q: What is considered extra depth? Culverts, Creeks, Etc?

A: 3' of cover below the flow line

Q: How long is the section where the existing fiber will have to have an override? Are there existing pull strings? How long is the existing duct? Is the duct empty?

A: The segment is approximately 7064 feet. The duct contains 1-48 count fiber optic cable and you will need to protect this cable from damage. There is no existing pull rope in the conduit.

Q: How old is the existing 2"?

A: North Oak is approximately 5 years old and Waukomis is approximately 1-year-old.

Q: What happens if some of the conduit has collapsed? Whose responsibility is this?

A: PHSD will be responsible for paying the cost to repair collapsed or damaged existing duct based upon the rates in the unit cost schedule.

Q: Do you require bi-directional testing on all fiber lines?

A: PHSD requires bi-directional testing of all fibers that are terminated on both ends. Where fiber is only terminated on one end, uni-directional testing is allowed. Where fiber is to be left unterminated, uni-directional testing of a single strand per tube is required.

Q: If you choose to go to a steel sleeve but have shallower depth do you need to include this in your base bid? (so you can go 48" vs 72")

A: This is a base-bid project, so it is the contractor's choice as to how to install in the most cost effective manner as possible that meets and/or exceeds the bid specifications.



Q: How will Rock be handled?

A: All subsurface conditions encountered shall be subsidiary to the construction of the completed system and included in the base bid. There will be no additional payment made regarding rock encountered during construction of this project.

Q: Are data of pre-tests required for the reels?

A: No. No data of pre-tests are required for factory fiber optic cable reels.

Q: Splice testing programming, is this in the specifications?

A: Please reference construction documents Section V, Item 11.

Q: Is there an engineering estimate?

A: No. An engineering estimate will not be provided.

Q: What size paper are the drawings drafted for?

A: The drawing sheets are scaled for 11" x 17" paper.

Q: Are there plans available for bid alternates? When is it required? Is it flexible?

A: The alternates have been released as Design-Build project alternates. The construction of which will need to follow the same specifications as the remainder of the project. PHSD is flexible on the timeline for the alternates. Please present your recommendations in your Proposed Project Plan with Schedule and Implementation section of the bid response.

Q: Can we work with reroutes as they arise? Will this be done for convenience?

A: The base bid must meet bid specifications. However, a contractor may submit an optional Deviations and Exceptions form as part of their bid response if they so choose.

Q: Will you have inspectors on project? Are they in position to make field decisions?

A: PHSD has released TE1032: Outside Plant Dark Fiber Optic Infrastructure Construction Project Management and Inspection to provide these services. The awarded contractor will be the role of Construction Manager as outlined in Section III, Item 4 of the Construction Documents. In the even this is not awarded, a representative from PHSD will preform the roles of the Construction Manager.

Q: Would it be possible to get the bid in Microsoft Word Format?

A: No, It is our practice to protect our bid request documents to ensure that no editing can be done.

II. SPECIFICATION CHANGES

A. FIBER OPTIC CABLE (FOC) (SECTION IV, ITEM 4.C.I)

The specification shall be changed to read "Outside Plant Fiber Optic Cable shall be OFC Single-mode single-jacket single-armor loose tube ~~indoor~~/outdoor with fiber counts as necessary to fulfill the requirements and as indicated on the plans."

III. QUESTIONS

As a courtesy, we are allowing questions to be submitted up until 5:00 PM on December 7th. After which point, questions may or may not be answered.



IV. SUPPLEMENTAL DRAWINGS

The following drawings as attached are hereby made to the drawing set.

- 2A

The following drawings as attached include changes as noted by the revision cloud.

- 3
- 26
- 55
- 56
- 57
- 58
- 81
- 82
- 89

V. SUMMARY

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature: _____ **Title:** _____

Printed Signature: _____ **Date:** _____



BID NUMBER:	TE1031
ADDENDUM NUMBER:	2
ADDENDUM ISSUED:	December 9, 2015

I. QUESTIONS AND ANSWERS

The following questions are as they were presented to PHSD. The answers to said questions have been answered as completely and accurately as possible.

- Q:** Do you have a budgetary number for permits? General idea on cost? Fees associated? Can you put the permitting fees in the bid so everyone has the same?
- A:** Please see section III. Permits and Fees of this document.
- Q:** Wage Order for MO for prevailing wage; Have you specified worker classifications?
- A:** The wage order to be used is the most current wage order as of December 17, 2015. It is the responsibility of the contractor to follow all laws and regulations for worker classifications.
- Q:** Fiber listed on the bid sheet; For fiber only or fiber + Installation
- A:** Items numbered 1 through 16 listed in the Request for Proposal section VIII. Unit Costs of the Request for Proposal shall include the cost of material and labor to install such material. Whereas lines 17 through 19 shall include the cost of material only.
- Q:** Alt 1 route; seems to be something over 25,000'. Please verify
- A:** The entire route is approximately 25,000'. Of that distance, approximately 22,500' of duct exists leaving approximately 2500' of duct to be constructed.
- Q:** Permits; Did you consider giving out the number to all bidders that you have determined?
- A:** Please see section III. Permits and Fees of this document.
- Q:** Permits cont.; If not giving out a number, do you have feet in each jurisdiction available?
- A:** It is the responsibility of the vendor to estimate the distance in each jurisdiction. Please see section III. Permits and Fees of this document for more details.
- Q:** Alt 1 & Alt 2; Is time line flexible for these.
- A:** Yes, PHSD would prefer to have this section completed as quickly as possible after base bid of the project is substantially complete. Please provide a recommendation as part of your project plan and timeline in your bid response.
- Q:** It is noted that certified payroll is required. Can you tell us what the Wage order number is for this project
- A:** The wage order to be used is the most current wage order as of December 17, 2015. It is the responsibility of the contractor to follow all laws and regulations for worker classifications.
- Q:** pg. 22 11. Underground Enclosures (G)- Replacement on lids for existing Enclosures (Handholes) that must be custom logo. Does not provide size (dimensions)
- A:** The logo dimensions are as specified by the handhole manufacturer. A logo file has already been sent to Quazite for their review.



- Q:** pg. 22 12. Underground Splice case (E) and (F)- Coyote COYTD919BX-XXX and COYTD928BX-XX , respectively, XXX is the number of plugs... WHAT is that number?
- A:** Please see II. Specification Changes for details.
- Q:** Next two questions are not on the pg. 9 (OSP) equipment list. Are you doing internal structure wiring installs?
- A:** It is the responsibility of the vendor to route and install the FOC to the Fiber Termination Panel in a method that meets or exceeds the specifications as laid out in the construction documents.
- Q:** Page 20 08. Cable Pathways & Support (A-G)- This is structure cabling (inside) are you doing this type install? Are we to bid cable ladders, pathways, j-hooks? Lack of information here, unless you have a drawing of the structured closet room setup. OR do you want P&T to price Ladder Racks, only?
- A:** It is the responsibility of the vendor to route and install the FOC to the Fiber Termination Panel in a method that meets or exceeds the specifications as laid out in the construction documents. This includes providing any cable management products necessary to perform such solution. Ladder Racks within the telecommunication rooms are already provided and are not allowed for use above accessible ceiling.
- Q:** Page 21 09. Innerduct (A-K)- again internal wiring structure pull boxes 16"x16"x4" painted orange. Are you doing this install?
- A:** It is the responsibility of the vendor to provide and install the pull boxes as necessary and in a method that meets or exceeds the specifications as laid out in the construction documents.
- Q:** Regarding Right of Way (ROW) for Private Lines on State Highways: MoDOT regulation (643.3.10 of 643.3 MoDOT Standards and Regulations) dictates that longitudinal use of highway right of way by private lines is not permitted except in special conditions and with the approval of the Federal Highway Administration. Noting the above, should all parties bid Private easements parallel to the MoDOT ROW based on the regulation noted, with the ability for that to be waived if Park Hill Schools is successful in obtaining a waiver from MoDOT (similar to city permit fees)?
- A:** Pursuant to City of Kansas City Ordinance No. 150974, the City of Kansas City Missouri will apply for and obtain MoDOT ROW permits on behalf of this project. The contractor shall not be responsible for obtaining such ROW permits.
- Q:** On page 4, #8, c. Can this be amended to something more reasonable like 10 days ? To get a final bond within 72 hours of contract signing is sometimes a little more difficult due to schedules of the people processing the paperwork. Then they have to be overnighted for signatures to the contractor, then again overnighted to PHSD.
- A:** PHSD will allow up to 8 days for the Contractor to furnish required bonds. See II.A Performance Bond and Payment Bond (Section II, Item 8.c) of this document for clarification.
- Q:** Can you please confirm that this is a Prevailing Wage project and provide the rates associated with this project from the DOL?
- A:** Yes, as specified in the Construction Documents Section II, Item 13.f, the contractor certifies that it meets the requirements of the Missouri Prevailing Wage Law. The wage order to be used is the most current wage order as of December 17, 2015. It is the responsibility of the contractor to follow all laws and regulations for worker classifications
- Q:** On V. Base Bid On Line 1 are you wanting the total cost of the Underground Construction for Lines 7-25 ? Or are you wanting the complete cost for each segment in Lines 7-25 ? not sure what you are looking for here.
- A:** Line 1 should be the base bid of the project (Including all labor and material) less the cost of permits and Fiber Optic Cable. Lines 7-25 should only include the estimated cost of 12 strands of Fiber Optic Cable (Material Only) between said sites. Line 26 should include the cost difference from said 12 strands of Fiber Optic Cable (Material Only) up to the Fiber Optic Cable size as specified on the Plans.
- Q:** If you are looking for the cost for each segment, do you have the itemized breakdown for lines 7-25 just as you have for each Alternate?
- A:** We are not expecting a contractor to itemize all costs by segments only as described in the previous answer.



- Q:** Would you consider just using the format on in VIII. Unit Costs for the entire project ? You may have to add a few additional lines but it would be considerably easier as all you would have to do is put quantities to the 19 line items and total it up.
- A:** No, the project shall be a base bid project as required for federal funding.
- Q:** How are you going to compare vendors? For instance, if the local telco already has fiber in the area and does not have to construct all of this, they will be considerably cheaper than us since we are placing all new duct and fiber.
- A:** This project is pre-designed to meet the exact specifications established by PHSD. In this project, PHSD is not looking for an IRU or other type of managed service that would provide competitive edge to one vendor. Bids will be evaluated based upon the criteria detailed in Construction Documents Section II item 20. Price is the primary factor. Pricing provided in the Request for Bid document must be compliant with all bid requirements. If all specified criteria are not met the Compliance with Bid Requirements item, outlined in the Construction Documents Section II item 20, may be scored poorly.

II. SPECIFICATION CHANGES

A. PERFORMANCE BOND AND PAYMENT BOND (SECTION II, ITEM 8.C)

The specification shall be changed to read: "The Contractor shall furnish the required bonds to PHSD no later than eight (8) days following execution of the Agreement."

B. UNDERGROUND SPLICE CASES (SECTION IV, ITEM 12.E)

The specification shall be changed to read: "Type 1 splice case shall be Preformed Line Products COYOTE 80061179 with correct grommets as required for selected cable OD"

C. UNDERGROUND SPLICE CASES (SECTION IV, ITEM 12.F)

The specification shall be changed to read: "Type 2 splice case shall be Preformed Line Products COYOTE 80061055 with correct grommets as required for selected cable OD"

D. UNDERGROUND SPLICE CASES (SECTION IV, ITEM 12.G)

The specification shall be omitted: "~~Use manufacturer recommended splice trays using one buffer tube per tray. Provide spare trays to provide 20% additional splicing capacity or a minimum of 2 trays.~~" and replaced with "Splice trays shall be Preformed Line Products COYOTE 80810086. No more than 24 splices shall be made per splice tray. A minimum of 2 extra (unused) splice trays shall be provided and installed in each splice case where capacity allows."

E. UNDERGROUND ENCLOSURES (SECTION IV, ITEM 11.B)

The specification shall be changed to read: "Enclosures shall be Hubbell Quazite PG Style Open Bottom Polymer concrete enclosure of dimensions as specified in the Plans. Enclosure Covers shall include tamper resistant penta-head bolts with a custom logo"



III. PERMITS AND FEES

A. MODOT RIGHT OF WAY

Pursuant to City of Kansas City Ordinance No. 150974, the City of Kansas City Missouri will apply for and obtain MoDOT ROW permits on behalf of this project. The contractor shall not be responsible for obtaining such ROW permits.

B. KCMO PERMITS

It will be the responsibility of the contractor to apply for and obtain excavation, street plate and traffic control permits for this project. The fees for permits obtained on KCMO Right of Way will be at no charge to the contractor as the city has waived the fees for this project.

C. RIVERSIDE, MO PERMITS

It will be the responsibility of the contractor to apply for and obtain construction and traffic control permits for this project. The fees for permits obtained in Riverside, MO Right of Way will be at no charge to the contractor as the city has waived the fees for this project.

D. PLATTE COUNTY, MO PERMITS

It will be the responsibility of the contractor to apply for and obtain construction and traffic control permits for this project. The contractor will pay the fees for permits obtained in Platte County, MO for work in the Right of Way. The contractor shall add \$300.00 to their bid amount to compensate for these fees. If the fee's for the Platte County permits exceeds this amount PHSD will pay those additional amounts.

E. WEATHERBY LAKE, MO PERMITS

This project will not require construction in the City of Weatherby Lake, MO. Refer to revised Sheet 44 and 45 of this addendum for details.

IV. UNIT COSTS

Changes in the quantities from the quantities indicated by the Contract Documents or extensions of the work, will be adjusted by increasing or decreasing in quantities and by applying the corresponding unit prices. Prices shall include all necessary labor, materials, tools, equipment and incidental work.

If the final quantities indicated by the Contract Documents and Drawings of the base bid are revised due to field adjustments, contractor will accept additions to, deductions or deletions from the sum of base bid price based on the unit prices presented in the following Schedule:

No.	Item	Unit	Cost
A1	12-Count Fiber Armored Loose tube Installed	LF	
A2	12-Count Fiber Armored Loose tube Not-Installed (Material Only)	LF	
A3	24-Count Fiber Tight Buffer Indoor/Outdoor Installed	LF	



V. SUPPLEMENTAL DRAWINGS

The following drawings as attached include changes as noted by the revision cloud.

- 3
- 44
- 45
- 89

VI. SUMMARY

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature: _____ **Title:** _____

Printed Signature: _____ **Date:** _____



ADDENDUM 3

TE1031: Outside Plant Dark Fiber Optic Infrastructure Construction

BID NUMBER:	TE1031
ADDENDUM NUMBER:	3
ADDENDUM ISSUED:	December 14, 2015

I. STATEMENT

Due to a scheduling conflict, PHSD is changing the time of the Bid Response Due and Public Bid Opening. Both such events are now at December 17, 2015 at 4:30 PM as referenced in Section II Item A of this document.

II. SPECIFICATION CHANGES

A. SCHEDULE OF EVENTS (SECTION I, ITEM 3.A)

The "Bid Response Due" Date shall be "December 17, 2015 4:30 PM"

The "Public Bid Opening" Date shall be "December 17, 2015 4:30 PM"

III. SUMMARY

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature: _____ **Title:** _____

Printed Signature: _____ **Date:** _____

EXHIBIT 3

E-RATE 2016-17 BID EVALUATION GRID

Organization Name:	Park Hill School District			
Prepared by:	Ryan Kucharo	Title:	Manager of Network and Infrastructure	
Signature:		Date:	December 18, 2015, 11:04 AM	

Description of Service:		TE1031: Outside Plant Fiber Optic Infrastructure Construction									
Service Provider	E-Rate Eligible Costs	Other Costs - Not Eligible	Price-Erate	Price-Other Costs	Compliance with bid requirements	Completeness of bid	Contractor Qualifications	Contractor reputation and experience	References	Local Presence	Total Points
Points Possible for Each Bid			30.000	5	20	15	15	5	5	5	100
1 K&W Underground	3,101,533.00	606,665.00	14.509	3.000	20	15	15	3	5	5	80.509
2 Lan-Tel Communicatons and Underground, Inc.	1,817,056.36	495,909.24	24.765	4.000	20	15	15	5	5	5	93.765
3 ROHL Networks, LP	2,463,952.00	468,295.00	18.263	5.000	20	14	15	2	5	0	79.263
4 Unite Private Networks	1,500,000.00	-	30.000	0.000	10	8	13	3	1	5	70.000
5											0.000
6											0.000
7											0.000
8											0.000
9											0.000
10											0.000
EVALUATION RATIONALE (Attach additional pages as necessary)											

EXHIBIT 4

Year:	SELF-CONSTRUCTION MODEL																				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	TOTAL
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
Project cost (1)	1,817,056.36																				1,817,056.36
Project Management (2)	52,894.60																				52,894.60
Locates (3)																					
Relocation (4)	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	44,000.00
Maintenance (5)	4,500.00	4,545.00	4,590.45	4,636.35	4,682.72	4,729.55	4,776.84	4,824.61	4,872.86	4,921.58	4,970.80	5,020.51	5,070.71	5,121.42	5,172.63	5,224.36	5,276.60	5,329.37	5,382.66	5,436.49	99,085.52
Electronics Refresh (6)				12,000.00					12,000.00						12,000.00						36,000.00
Total 20 Year Cost - self construction model:																					2,049,036.48

LIT SERVICES MODEL I - PRICES CONSTANT - UPGRADE UP TO 40 GB																					
	10GB			20GB				30GB				40GB									
Year:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	TOTAL
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
10 GB Service (7)	226,860.00	226,860.00	226,860.00																		680,580.00
20 GB Service (7)				249,660.00	249,660.00	249,660.00	249,660.00	249,660.00													1,248,300.00
30 GB Service (7)									272,460.00	272,460.00	272,460.00	272,460.00	272,460.00	272,460.00							1,634,760.00
40 GB Service (7)															295,260.00	295,260.00	295,260.00	295,260.00	295,260.00	295,260.00	1,771,560.00
															Total 20 Year Cost - no change in prices - increase b/w to 40GB:						5,335,200.00
																					3,286,163.52

LIT SERVICES MODEL II - PRICE DECREASE 12% 5yr contracts/ BANDWIDTH INCREASE TO 100 GB FOR SETDA																						
10 GB					40 GB					80GB					100 GB							
Year:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	TOTAL	
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035		
10 GB Service (7)	226,860.00	226,860.00	226,860.00	226,860.00	226,860.00																1,134,300.00	
40 GB Service (8)						155,818.13	155,818.13	155,818.13	155,818.13	155,818.13											779,090.65	
80 GB Service (8)											111,873.28	111,873.28	111,873.28	111,873.28	111,873.28						559,366.40	
100 GB Service (8)																68,863.20	68,863.20	68,863.20	68,863.20	68,863.20	344,316.00	
Cost Reduction 12% per year																Total 20 Year Cost - 12% reduction in prices; increase b/w to 100 GB:						2,472,757.05

Enrollment: 10,754
<http://gtr.setda.org/guidance/#/overview>

Cost Reduction 12% per year

423,720.57

By tracking data and establishing metrics, education leaders can help determine how quickly your district may need to ramp up its bandwidth needs. SETDA recommends districts plan for an external Internet connection to the Internet service provider of 100 Kbps per student by the 2014-2015 school year, rising to 1 Mbps per student by the 2017-2018 school year. Internal connections between the district data center and schools and among and between schools themselves should be at least 1 Mbps per student by 2014-2015, rising to 10 Mbps per student by 2017-2018.

2014-15 1MB per student10,000 MB10 GB

2017-18 10 MB per student100,000 MB100 GB

Cost reduction: 12% per Mb every year

Pricing table below is used for Lit Services Model II - price decrease. UPN provided pricing up to 40 GB. Additional b/w levels estimated with 8% price increase per 10GB. Prices constant for 5 years assuming 5 year contract.

Year:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Lit Service - Cost Reduction Factor	UPN Cost/yr	0.12																		
10 GB	226,860.00	199,636.80	175,680.38	154,598.74	136,046.89	119,721.26	105,354.71	92,712.15	81,586.69	71,796.29	63,180.73	55,599.04	48,927.16	43,055.90	37,889.19	33,342.49	29,341.39	25,820.42	22,721.97	19,995.34
20 GB	249,660.00	219,700.80	193,336.70	170,136.30	149,719.94	131,753.55	115,943.12	102,029.95	89,786.36	79,011.99	69,530.55	61,186.89	53,844.46	47,383.13	41,697.15	36,693.49	32,290.27	28,415.44	25,005.59	22,004.92
30 GB	272,460.00	239,764.80	210,993.02	185,673.86	163,393.00	143,785.84	126,531.54	111,347.75	97,986.02	86,227.70	75,880.38	66,774.73	58,761.76	51,710.35	45,505.11	40,044.50	35,239.16	31,010.46	27,289.20	24,014.50
40 GB	295,260.00	259,828.80	228,649.34	201,211.42	177,066.05	155,818.13	137,119.95	120,665.56	106,185.69	93,443.41	82,230.20	72,362.57	63,679.07	56,037.58	49,313.07	43,395.50	38,188.04	33,605.48	29,572.82	26,024.08
50 GB (8% increase)	318,880.80	280,615.10	246,941.29	217,308.34	191,231.34	168,283.58	148,089.55	130,318.80	114,680.54	100,918.88	88,808.61	78,151.58	68,773.39	60,520.58	53,258.11	46,867.14	41,243.08	36,293.91	31,938.64	28,106.01
60 GB (8% increase)	344,391.26	303,064.31	266,696.59	234,693.00	206,529.84	181,746.26	159,936.71	140,744.31	123,854.99	108,992.39	95,913.30	84,403.71	74,275.26	65,362.23	57,518.76	50,616.51	44,542.53	39,197.43	34,493.74	30,354.49
70 GB (8% increase)	371,942.57	327,309.46	288,032.32	253,468.44	223,052.23	196,285.96	172,731.65	152,003.85	133,763.39	117,711.78	103,586.37	91,156.00	80,217.28	70,591.21	62,120.26	54,665.83	48,105.93	42,333.22	37,253.23	32,782.85
80 GB (8% increase)	401,697.97	353,494.21	311,074.91	273,745.92	240,896.41	211,988.84	186,550.18	164,164.16	144,464.46	127,128.72	111,873.28	98,448.48	86,634.67	76,238.51	67,089.89	59,039.10	51,954.41	45,719.88	40,233.49	35,405.47
90 GB (8% increase)	433,833.81	381,773.75	335,960.90	295,645.59	260,168.12	228,947.95	201,474.19	177,297.29	156,021.62	137,299.02	120,823.14	106,324.36	93,565.44	82,337.59	72,457.08	63,762.23	56,110.76	49,377.47	43,452.17	38,237.91
100 GB (8% increase)	468,540.51	412,315.65	362,837.77	319,297.24	280,981.57	247,263.78	217,592.13	191,481.07	168,503.34	148,282.94	130,488.99	114,830.31	101,050.67	88,924.59	78,253.64	68,863.20	60,599.62	53,327.67	46,928.35	41,296.94

EXHIBIT 5

PARK HILL SCHOOL DISTRICT – FORM 471 # 2016-C1 WAN SELF PROVISION – 161049598

Competitive Bidding – Explanation of analysis

FRN 1699113115

10/10/2016

Issue

It was determined that FRN(s) 1699113115 is/are a request(s) for the type(s) of product Dark Fiber, which must be compared with Lit Fiber Service to determine the most cost effective solution. Effective FY2016, applicants seeking support for Dark Fiber Solutions, Special Construction and/or equipment and maintenance associated with lighting dark fiber must compare the requested services to equivalent proposals for Lit Fiber Solutions and/or Services provided over Third-Party Networks to determine the most cost effective solution. (For reference, please read USAC's information at <http://usac.org/sl/applicants/step01/requirements-for-fiber.aspx>)

Question(s)

1. Please provide an explanation of how the total cost of the requested type(s) of products were compared with the equivalent type(s) of products and provide any supporting documentation that was created during the bidding process

RESPONSE:

Park Hill School District released the following RFPs in order to receive competitive bids for the full cost of a self-provisioned solution as well as the full cost of leased lit fiber solution for the school district's wide area network as follows:

RFP	# Bids	Awarded Service Provider
RFP TE 1031 – Outside Plant Dark Fiber	4	Lan-Tel Communications
RFP TE 1032 – Outside Plant Fiber Project Management	1	Olsson Associates
RFP TE 1033 – Outside Plant Fiber Maintenance	2	Lan-Tel Communications
RFP TE 1034 – Lit Network Services	2	None awarded – self provision most cost effective

-
2. Please provide the any additional bid response documentation, vendor documentation, legally binding agreements and/or contracts that specify the total costs for the requested type(s) of products and the equivalent type(s) of products.

RESPONSE: See attached bid responses, bid evaluation grids, and contracts for each RFP listed above.

3. Please provide the specific period time over which each option was compared based on the anticipated use of assets.

RESPONSE:

Park Hill School District prepared the attached analysis based on a 20 year period for anticipated use of assets.

Three scenarios were compared:

- a. Self Construction Model.
 - a. Includes pricing per bid awards for TE 1031 \$1,817.056.36 outside plant dark fiber, TE1032 \$52,894.60 outside plant fiber project management, and TE1033 Outside Plant Fiber Maintenance. Additionally, the city of Kansas City will be providing relocation assistance valued at \$2200 per annum at no cost to the district.
 - b. The self construction model includes assumption of equipment upgrades costing approximately \$12,000 in years 4, 9, and 15 .
 - c. **Total 20 year cost: \$2,049,036.48**
- b. Lit Service Model I – Prices Constant – upgrade up to 40 GB
 - a. Lit services Model 1 assumes prices for bandwidth remain constant during the 20 year period. Prices per lowest cost bid for TE1034 (leased lit fiber) were used per pricing submitted by Unite Private Networks.
 - b. Upgrade in bandwidth to 20GB in year 4
 - c. Upgrade in bandwidth to 30GB in year 9
 - d. Upgrade in bandwidth to 40GB in year 15
 - e. **Total 20 year cost \$5,335,200.00**
- c. Lit Service Model II – Prices decrease 12% with 5 year contracts; Bandwidth increase to 100GB
 - a. Lit services Model II assumes prices for bandwidth will decrease by 12% per year with 5 year constant rates during 5 year contract terms. Prices per lowest cost bid for TE1034 (leased lit fiber) were used per pricing submitted by Unite Private Networks.
 - b. Upgrade to 40GB in year 6
 - c. Upgrade to 80GB in year 11
 - d. Upgrade to 100GB in year 16
 - e. **Total 20 year cost \$2,472,757.05**

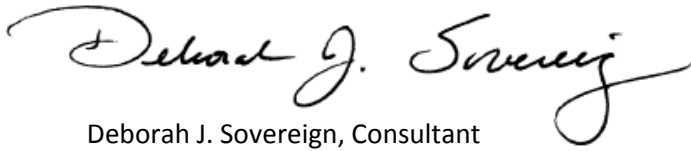
Summary:

Cost savings between self construction and leased lit fiber model I is \$3,286,163.52

Cost savings between self construction and leased lit fiber model II is \$423,720.57

The Self Construction Model is the most cost effective solution for the district.

Thank you,

A handwritten signature in black ink, reading "Deborah J. Sovereign". The signature is written in a cursive, flowing style with a large initial 'D' and a long, sweeping tail on the 'S'.

Deborah J. Sovereign, Consultant
Kellogg & Sovereign Consulting, LLC

EXHIBIT 6

FIBER-OPTIC NETWORK
COOPERATIVE AGREEMENT

THIS FIBER-OPTIC NETWORK COOPERATIVE AGREEMENT (this “Agreement”) is made and entered into this 13th day of January, 2016 by and between **PARK HILL SCHOOL DISTRICT**, a Missouri public school district (“PHSD”) and **CITY OF KANSAS CITY, MISSOURI**, a Missouri municipal corporation (“City”).

RECITALS

WHEREAS, the City owns and maintains a system of underground conduits, including any ducts, hand holes, and related and associated facilities and equipment, as more particularly set forth on **Exhibit A** attached hereto and incorporated herein (as may be expanded and enhanced from time to time as set forth herein, the “City Conduit”).

WHEREAS, PHSD desires to hire a contractor (together with other third-party consultants and sub-contractors, “Contractor”) to install fiber optic lines and related and associated facilities and equipment, as more particularly set forth on **Exhibit B** attached hereto and incorporated herein (as may be expanded and enhanced from time to time as set forth herein, the “Fiber-Optic Network”) within the City Conduit as well as in additional conduit to be installed by Contractor and owned by PHSD (the “PHSD Conduit” and, together with the City Conduit, the “Conduit System”) for the purpose of providing certain telecommunications, video and/or internet services to support its operations.

WHEREAS, PHSD has proposed that Contractor be allowed to install portions of the Fiber-Optic Network within the City Conduit and for PHSD or its third party contractor to maintain, operate, and repair the Fiber-Optic Network within the City Conduit in accordance with the terms hereof in exchange for providing the City with certain fiber-optic capacity and for other consideration as set forth herein and the City is agreeable to PHSD’s proposal.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree:

ARTICLE I - LICENSE

Subject to the covenants, terms and conditions of this Agreement, the City hereby grants PHSD and Contractor a license to place, operate, and maintain a fiber optic network in the City Conduit, which network shall reasonably conform to the plans and specifications attached as **Exhibit B** (with such amendments and change orders as are reasonably necessary and appropriate to ensure proper functionality and efficiency of the Fiber-Optic Network), along with any expansion thereof or Temporary Fiber-Optic Network as set forth in Sections 3.5 and 2.4, respectively; provided, however, that the City may share fiber that it is entitled to under ARTICLE IV with such third parties as it may desire and PHSD may share the Fiber-Optic Network with such third parties as it may desire; and provided, further, that prior to granting a license to any third party for any use of the City Conduit, the City must first obtain the written consent of PHSD (such consent not to be unreasonably withheld, conditioned, or delayed). All

work performed by Contractor shall be performed in a workmanlike manner, and upon completion of the work, Contractor shall restore the premises to its original condition. Nothing herein shall be construed or interpreted as creating any relationship of co-tenancy or joint tenancy between Contractor, PHSD, and the City. Except as specifically set forth herein, Contractor, PHSD, and the City shall not be deemed partners, joint venturers, or joint operators of either the Conduit System or the Fiber-Optic Network. Ownership of the PHSD Conduit and of the Fiber-Optic Network, including that portion located in the City Conduit, will remain with PHSD, its heirs, assigns and successors in interest. Ownership of the City Conduit will remain with the City.

ARTICLE II - CONTRACTOR'S INSTALLATION AND MAINTENANCE OF FIBER-OPTIC NETWORK AND CONDUIT SYSTEM

2.1. No Fees. Except as expressly stated herein, the City will not levy any fees, charges, or assessments with respect to the installation, maintenance, and use of a portion of the Fiber-Optic Network within the City Conduit and PHSD will not charge any fees to the City with respect to the fiber-optic capacity being made available to the City pursuant to ARTICLE IV.

2.2. Installation, Maintenance, and Repair. Contractor shall install the PHSD Conduit and Fiber-Optic Network. PHSD or its third party contractor shall maintain and repair the Conduit System and Fiber-Optic Network and keep the same in good order, repair, and condition in compliance with all applicable present and future laws and codes and in accordance with the requirements set forth in Exhibit C. PHSD shall not expend an amount in excess of \$15,000 plus the CPI Adjustment in any PHSD fiscal year for expenditures arising as a result of compliance with this Section 2.2 with respect to maintenance and repair. In any PHSD fiscal year in which PHSD has determined that it has spent approximately \$10,000 as a result of compliance with this Section 2.2, the parties at PHSD's request shall meet for the purpose of negotiating the possibility of a written amendment to this Section. Following such negotiations, the parties reserve the right to amend in writing this Section 2.2 by mutual agreement. The "CPI Adjustment" is an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers for the Kansas City, Mo.-Kan. Metropolitan area (2015 average = 100) published by the U.S. Department of Labor, Bureau of Labor Statistics, multiplied by \$15,000.

(a) Contractor shall install the PHSD Conduit and Fiber-Optic Network in substantial accordance with Exhibit B.

(b) Contractor shall coordinate its installation operations with the City.

(c) Within ninety (90) days of completion of the work described in the Installation Contract (as defined in Section 7.16), Contractor shall provide the City with layout drawings of all hand holes located in the Conduit System.

(d) Anything to the contrary herein notwithstanding, PHSD, Contractor, and other PHSD authorized personnel shall have reasonable access to the City Conduit at all times; that is, twenty-four (24) hours per day, seven (7) days per week, in order to install, maintain, repair or replace the Fiber-Optic Network and to maintain the City Conduit; provided, however,

that PHSD shall in no way restrict or interfere with the City's access to the City Conduit and its facilities located therein.

2.3. Permits. Except as set forth in Section 3.4, Contractor shall be responsible for obtaining from appropriate public and private authorities any required permits, licenses or approvals to install, place, and operate the PHSD Conduit and Fiber-Optic Network. The City shall not charge PHSD or Contractor for encroachment fees or for any such permits, licenses, or approvals required by the City or any of its departments and the City shall reasonably cooperate with Contractor's efforts to obtain such permits, licenses, and approvals.

2.4. Temporary Fiber-Optic Network. Contractor shall install all of the Fiber-Optic Network within the Conduit System; provided, however, that in the event of damage to the Fiber-Optic Network and/or a failure of the Fiber-Optic Network to continue to perform to the standards established through testing upon installation, PHSD or its third-party contractor may install Fiber-Optic Network above ground (not installed in the Conduit System), either suspended from structures or placed upon the surface of the ground whether or not in conduit, for a period not to exceed seven (7) days without the express written consent of the City for the purpose of restoring telecommunications service to post-installation test levels pending repair or replacement of Fiber-Optic Network located in the City Conduit ("Temporary Fiber-Optic Network").

(a) Such Temporary Fiber-Optic Network shall be no more extensive in scope than reasonably necessary to restore Fiber-Optic Network operations to the level of performance determined through testing upon completion of installation.

(b) Such Temporary Fiber-Optic Network shall be removed within seven (7) business days of the date on which it is installed, unless the City reasonably approves keeping it in place for a longer period. The City shall not unreasonably deny, withhold, or condition any request of PHSD or its third-party contractor to extend the period during which such temporary facilities are in place.

ARTICLE III - CITY RESPONSIBILITIES

3.1. Notification. As soon as practicable after completing any operations on the City Conduit, the City shall notify PHSD (and Contractor, if prior to completion of the Installation Contract work) of the sections of the City Conduit which such operations concerned and/or affected. The City shall as soon as practicable notify PHSD (and Contractor, if prior to completion of the Installation Contract work) if the Fiber-Optic Network is affected by the City's operations, or upon discovering that the Fiber-Optic Network has been affected by any other party's authorized or unauthorized operations. In addition, the City agrees to promptly advise PHSD (and Contractor, if prior to completion of the Installation Contract work) of: (1) its receipt of any reports of breaks in conduit in which the Fiber-Optic Network has been installed, and of any breaks or leaks in any water, irrigation, storm sewer or sanitary sewerage facilities located in or adjoining conduits in which the Fiber-Optic Network has been installed; and (2) any repairs to existing roadway in the Conduit System area and any new projects contemplated in Section 3.5 hereof, along with any available plans and specifications for such projects.

3.2. Access. In accordance with the terms of this Agreement, the City shall allow: (1) PHSD and Contractor sufficient access to the City Conduit in order for Contractor to install the Fiber-Optic Network; and (2) PHSD or its third party contractor sufficient access to the City Conduit to operate, maintain, and repair the Fiber-Optic Network and City Conduit.

3.3. Locate Responsibilities. The City shall have all responsibilities to mark and locate the Conduit System lines and facilities in connection with utility contractors and other third party requests, including, without limitation, being responsible for all Missouri One Call System requests (including interfacing with Missouri One Call System for all locate requests, and reviewing tickets and responding to normal and emergency on-site meetings within the guidelines established by the Missouri One Call System), subject to the appropriation of funds. The City shall not expend an amount in excess of \$15,000 plus the CPI Adjustment (as defined in Section 2.2) in any City fiscal year for expenditures arising as a result of compliance with this Section 3.3. In any City fiscal year in which the City has determined that it has spent approximately \$10,000 as a result of compliance with this Section 3.3, the parties at the City's request shall meet for the purpose of negotiating the possibility of a written amendment to such Section. Following such negotiations, the parties reserve the right to amend in writing this Section 3.3 by mutual agreement.

3.4. Permits. The City is responsible for securing all permits that may be required for installation of the Fiber-Optic Network and Conduit System (including extensions thereof as contemplated in Section 3.5) along Missouri Department of Transportation right of way.

3.5. Conduit System Relocation and Expansion. The City shall install conduit and related and associated facilities and equipment for all future road improvement projects that require relocation of portions of the Conduit System. In addition, the City shall use best efforts to negotiate the placement of conduit and related and associated facilities and equipment in connection with Missouri Department of Transportation road widening projects or other outside plant and construction work in the vicinity of the Conduit System. PHSD shall be responsible for: (1) moving such affected portions of the Fiber-Optic Network in connection with any such relocation of portions of the Conduit System; and (2) installing and maintaining new fiber optic lines and related and associated facilities and equipment in connection with any expansion of the Conduit System.

3.6. Existing City Fiber. The City shall use best efforts to provide PHSD with a minimum of twelve (12) strands of single mode fiber from its existing fiber located in City Conduit ("City Fiber") from Waukomis and Englewood to 1102 Grand. If there is insufficient capacity to provide PHSD with such fiber as of the Effective Date (hereafter defined), the City shall provide PHSD with a minimum of four (4) strands as of the Effective Date and shall use best efforts to provide the remaining capacity as new and expanded infrastructure allows.

3.7. City Fiber Maintenance. The City shall maintain and repair the City Fiber and keep the same in good order, repair, and condition in compliance with all applicable present and future laws and codes and in accordance with the requirements set forth in Exhibit C.

ARTICLE IV - CONSIDERATION

In addition to the other good and valuable consideration set forth herein, PHSD shall provide the City with the following in exchange for the City allowing PHSD to use the City Conduit for the Fiber-Optic Network free of charge:

(a) Seventy-two (72) single mode fiber strands along Waukomis/Green Hills (from Englewood to the north limit of the Fiber-Optic Network) and along Barry Road (from Congress to Ambassador, if such reroute is utilized). Contractor shall provide three (3) break-outs to the City provided that the City provides PHSD with the locations for such break-outs prior to PHSD publishing its bid request for installation of the Fiber-Optic Network. If the City requires additional break-outs, PHSD shall contract with Contractor or other third party contractor (any such other third party contractor to be mutually agreed-upon between PHSD and the City) to provide the same to the City at a time and materials cost to the City; provided, however, that if the City has materials reasonably acceptable to PHSD which can be used in connection with the installation of such additional break-outs, PHSD and the City shall use best efforts to hire a responsible contractor willing to use such City materials in an effort to lower materials costs for the City.

(b) One (1) 12-ct single mode fiber buffer tube throughout the remainder of the Fiber-Optic Network. Contractor shall provide five (5) break-outs to the City provided that the City provides PHSD with the locations for such break-outs prior to PHSD publishing its bid request for installation of the Fiber-Optic Network. If the City requires additional break-outs, PHSD shall contract with Contractor or other third party contractor (any such other third party contractor to be mutually agreed-upon between PHSD and the City) to provide the same to the City at a time and materials cost to the City; provided, however, that if the City has materials reasonably acceptable to PHSD which can be used in connection with the installation of such additional break-outs, PHSD and the City shall use best efforts to hire a responsible contractor willing to use such City materials in an effort to lower materials costs for the City.

ARTICLE V - LIMITATIONS ON LIABILITY

5.1. Damage to System. No party to this Agreement shall assume any liability for the acts or omissions of any other party to this Agreement, its officers or employees.

5.2. PHSD may Insure. PHSD shall be responsible, in its sole discretion, for insuring the Fiber-Optic Network and PHSD Conduit.

5.3. Third Parties. This Agreement does not provide and is not intended to provide third parties with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

ARTICLE VI - TERM; TERMINATION, DEFAULT

6.1. Term. This Agreement and the license granted hereby shall continue in effect for a period of twenty (20) years from the earlier of: (i) January 15, 2016 or (ii) the date upon which Contactor first accesses the City Conduit (such earlier date, the "Effective Date"), unless sooner terminated pursuant to the provisions hereof.

6.2. Renewal. This Agreement shall be automatically renewed for successive five (5) year periods under its existing terms and conditions unless either party provides written notice to the other party not later than twenty-four (24) months prior to the applicable termination date notifying such other party of its desire not to renew this Agreement.

6.3. Removal of Facilities. In the event that this Agreement is not renewed in accordance with Section 6.2 or if this Agreement is terminated in accordance with Section 6.4, then PHSD shall cause its Fiber-Optic Network to be removed from the City Conduit within ninety (90) days after the end of the term then in effect.

6.4. Default. Either party may terminate this Agreement prior to expiration of the initial or any extension term upon the occurrence of any default by the other party hereunder, which default remains uncured for a period of ninety (90) days after written notice to the defaulting party, unless the defaulting party has commenced the steps necessary to cure the default, has diligently pursued such cure, and continues to diligently pursue such cure in good faith.

ARTICLE VII - MISCELLANEOUS

7.1. Fiber-Optic Network Not Fixtures. The Fiber-Optic Network is not, will not and shall not be considered fixtures, but rather is personalty of PHSD and remains under the ownership and control of PHSD. Ownership of the City Conduit and of City Fiber will remain with the City.

7.2. Time of the Essence; Computation of Time. Time is of the essence of each and every provision of this Agreement. Whenever the last day for the exercise of any privilege or the discharge of any duty under this Agreement shall fall upon Saturday, Sunday or any legal holiday, the party having such privilege or duty shall have until 5:00 p.m. local time on the next succeeding business day to exercise such privilege or discharge such duty.

7.3. Good Faith; Further Assurances. The parties hereto shall in good faith undertake to perform their obligations under this Agreement. The parties hereto shall do all such things and execute and deliver any and all documents necessary or appropriate to carry out the intent of this Agreement.

7.4. Captions and Headings. The captions and headings in this Agreement are for convenience only and in no way define, limit or affect the scope or intent of any provisions, sections or articles of this Agreement.

7.5. Governing Law. This Agreement shall be governed by the laws of the State of Missouri. If any dispute should arise between the parties, any action to resolve such dispute shall be brought and tried in the state courts of Missouri or federal courts situated in Missouri.

7.6. Authority. Each of the parties hereto and its representative executing this Agreement on its behalf represents that its representative has the full power and authority required of it to execute this Agreement.

7.7. Binding on Heirs, Assigns. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

7.8. Survival. All obligations which by their nature continue beyond the term of this Agreement shall survive the termination of this Agreement.

7.9. No Waiver. If either PHSD or the City fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

7.10. Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision.

7.11. Force Majeure. A party shall be excused from any performance which is prevented by acts or events beyond the party's reasonable control including, but not limited to: severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive or administrative authorities (but performance by the City shall not be excused by reason of acts of the City as a municipality).

7.12. Future Outside Plant and Construction Work. A party to this Agreement will inform the other party of any future outside plant or construction work of which the party becomes aware that is related to the subject matter of this Agreement and that such party believes may be of mutual benefit to both parties. Each party will negotiate for the other party for outside plant or construction work in circumstances applicable to the subject matter of this Agreement.

7.13. Notices. All notices, requests, demands, directions and other communications (collectively "notices") required or permitted by this Agreement to be given in writing shall be transmitted by first class mail, registered or certified mail, return receipt requested, postage prepaid; overnight courier service; telex or facsimile:

If to the City:

City of Kansas City
Director of Public Works
414 East 12th St., 20th Floor
Kansas City, MO 64106
Telephone: (816) 513-6590
Facsimile: (816) 513-2615

If to PHSD:

Park Hill School District
7703 NW Barry Road
Kansas City, MO 64153
Attention: Manager of Network & Infrastructure
Telephone: (816) 359-5000

Facsimile: (816) 359-5001

If to Contractor:

Pursuant to the Installation Contract (as defined in Section 7.16).

Any notice properly given shall be effective upon receipt.

7.14. Integration. This Agreement supersedes and takes precedence over any and all other agreements and understandings, whether oral or written, between the City and PHSD with respect to the subject matter hereof. This Agreement reflects the entire mutual understanding of the City and PHSD and shall not be amended except in writing signed by both parties, except that: (i) either party may amend Section 7.13 hereof to change the address to which notices required or permitted under this Agreement are to be transmitted; and (ii) the City may amend **Exhibit A** hereto to keep the map of the City Conduit current, pursuant to Section 3.5 hereof; all by giving written notice of such change as provided at Section 7.13.

7.15. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

7.16. Condition Precedent; Termination. The terms, covenants, and agreements set forth in this Agreement are conditioned upon PHSD and Contractor executing and delivering an installation agreement (the "Installation Contract") requiring Contractor to perform such obligations of Contractor as are contained in this Agreement. If the Installation Contract is terminated by PHSD or Contractor pursuant to the terms thereof prior to completion of the work described in the Installation Contract, then PHSD and the City shall have the right to immediately terminate this Agreement.

[Remainder of Page Intentionally Left Blank – Signature Page(s) to Follow]

IN WITNESS WHEREOF, the City and PHSD hereto have executed this Fiber-Optic Network Cooperative Agreement as of the date first above written.

PARK HILL SCHOOL DISTRICT,
a Missouri public school district

Jeanette Cowherd
Superintendent

CITY OF KANSAS CITY,
a Missouri municipal corporation

Troy Schulte
City Manager

Approved as to form:

Alan Holtkamp
Assistant City Attorney

EXHIBIT 7

Associated Costs Plan A					Associated Costs Plan B				
	Unit Cost	Unit	Quantity	Total		Unit Cost	Unit	Quantity	Total
Conduit installation	\$ 10.00	LF	148454	\$ 1,484,540.00	Conduit installation	\$ 10.00	LF	123568	\$ 1,235,680.00
Pull Box Installation	\$ 600.00	EA	112	\$ 67,200.00	Pull Box Installation	\$ 600.00	EA	90	\$ 54,000.00
Fiber installation	\$ 1.00	LF	160000	\$ 160,000.00	Fiber installation	\$ 1.00	LF	160000	\$ 160,000.00
Easement Acquisition	\$ 1.00	LF	80361	\$ 80,361.00	Easement Acquisition	\$ -	LF	80361	\$ -
KCMO Permit Fees	\$ 1.34	LF	43216	\$ 57,909.44	KCMO Permit Fees	\$ -	LF	43216	\$ -
Conduit	\$ 0.75	LF	148454	\$ 111,340.50	Conduit	\$ 0.75	LF	123568	\$ 92,676.00
Pull Boxes	\$ 550.00	EA	112	\$ 61,600.00	Pull Boxes	\$ 550.00	EA	90	\$ 49,500.00
Fiber	\$ 1.46	LF	160000	\$ 233,600.00	Fiber	\$ 1.46	LF	160000	\$ 233,600.00
				\$ 2,256,550.94					\$ 1,825,456.00

Associated Costs Plan C				
	Unit Cost	Unit	Quantity	Total
Conduit installation	\$ 10.00	LF	136715	\$ 1,367,150.00
Pull Box Installation	\$ 600.00	EA	112	\$ 67,200.00
Fiber installation	\$ 1.00	LF	160000	\$ 160,000.00
Easement Acquisition	\$ -	LF	80361	\$ -
KCMO Permit Fees	\$ -	LF	43216	\$ -
Conduit	\$ 0.75	LF	136715	\$ 102,536.25
Pull Boxes	\$ 550.00	EA	112	\$ 61,600.00
Fiber	\$ 1.46	LF	160000	\$ 233,600.00
				\$ 1,992,086.25

EXHIBIT 8

REQUEST FOR PROPOSAL

TE1031: Outside Plant Dark Fiber Optic Infrastructure Construction

PARK HILL SCHOOL DISTRICT

Department of Technology

7703 NW BARRY ROAD

KANSAS CITY, MO 64153

ADVERTISEMENT/INVITATION TO BID

Please be advised that the Park Hill School District Department of Technology is receiving bids for the Outside Plant Dark Fiber Optic Infrastructure Construction project as defined in the attached Contract Documents and Contract Drawings.

Copies of the bidding documents are enclosed herewith.

Bids shall be submitted to the District at the address above at or before the date listed in this document. Bids received after that time will not be accepted nor considered and will be returned unopened.

Bids may be modified, cancelled or withdrawn prior to the above referred time and date only upon written notice actually received by the District before above referred time and date. Bids may not be withdrawn for a 60-day period following the time and date for the receipt of bids.

Bids will be made on the enclosed bid form. Bidders are requested to comply in all respects with the bidding documents and the Instructions to Bidders.

Bidders are reminded that the District is exempt from manufacturers excise taxes, floor or sales taxes. Tax exemption certificates will be issued upon request.

BID NUMBER:	TE1031
RELEASE OF RFB TO BIDDERS:	November 17, 2015
BID RESPONSE DUE:	December 17, 2015 2:00 PM

The undersigned, on behalf of the Bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered; (4) they have read the complete Request for Bid and understand all provisions; (5) if accepted by Park Hill School District, this Bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted Bid will be bidder responsibility.

Firm Name: Lan-Tel Communications and Underground Services, Inc.

Contact: Scott Niemeyer

Email Address: sniemeyer@lantelkc.com

Address: 520 N Missouri 7 Highway **City:** Independence **State:** MO **Zip:** 64056

Phone Number: (816)-650-5038 **Fax:** (816)-650-5862

Taxpayer ID Number: 43-1865060

E-Rate SPIN: 143024296

I. REFERENCES

Please provide three references of similar systems installed locally by your firm:

	CONTACT	INSTITUTION	PHONE
	DOLLAR AMOUNT	APPROXIMATE FEET OF CONSTRUCTION	DATE COMPLETED
1	Troy Shaw	Belton School District	(816)-686-6480
	\$750,000	10 Miles	2011
2	Joseph Horavat	AT&T Datacom	(913)-620-2362
	\$3 Million	Multiple sites totaling nearly 7 Miles	Summer 2014
3	Clint Helmstetter	TW Telecom / Level 3	913-205-4126
	\$2.2 Million	\$38 Million	January 2014

II. SUBCONTRACTORS

The Undersigned proposes to use the following Subcontractors for this project

	NAME	CONTACT INFORMATION	ROLE IN PROJECT	% OF PROJECT
1	N/A	N/A	N/A	0
2				
3				
4				

III. ADDENDUM(S)

Any addendum(s) will be posted to the Park Hill School District Requests for Proposal and Bids website at:

http://www.parkhill.k12.mo.us/district_information/requests_for_proposal_and_bids. Vendors are responsible for checking the website and acknowledging any addendums in their response.

NO.	DATE	INITIALS
1	December 5, 2015	
2	December 9, 2015	
3	December 14, 2015	
4		
5		
6		

IV. BID DOCUMENTS

- a. An electronic copy (PDF) of the Contract Documents and plans are available upon request
- b. To request access to the contract documents and plans, please email rfb_tech@parkhill.k12.mo.us
- c. No partial sets of Contract Documents and plans will be issued
- d. Due to the confidential nature of the preferred placement of fiber optic assets, we respectfully request that these documents be kept confidential

V. BASE BID

The vendor shall provide pricing for all material, labor for and incidental work for the project, all in accordance with the drawings and specifications as prepared by Park Hill School District.

No.	Item	Cost	Discount ¹
1	Underground Construction	1757519.86	50%
2	Permits and Fees – Kansas City, MO	0	50%
3	Permits and Fees – Riverside, MO	0	50%
4	Permits and Fees – Parkville, MO	0	50%
5	Permits and Fees – Platte County, MO	300	50%
6	Permits and Fees – Weatherby Lake, MO	0	50%
7	Fiber from Site A to Site K ²	1539.95	50%
8	Fiber from Site B to Site K ²	2274.47	50%
9	Fiber from Site F to Site K ²	2963.23	50%
10	Fiber from Site A to Site E ²	6206.53	50%
11	Fiber from Site A to Site P ²	3490.19	50%
12	Fiber from Site I to Site G ²	5030.46	50%
13	Fiber from Site G to Site N ²	1167.05	50%
14	Fiber from Site N to Site Q ²	524.38	50%
15	Fiber from Site Q to Site D ²	3766.40	50%
16	Fiber from Site D to Site J ²	5318.27	50%
17	Fiber from Site J to Site C ²	6235.86	50%
18	Fiber from Site C to Site M ²	2843.01	50%
19	Fiber from Site M to Site B ²	571.44	50%
20	Fiber from Site B to Site H ²	4101.27	50%
21	Fiber from Site H to Site O ²	3634.25	50%
22	Fiber from Site O to Site E ²	5383.38	50%
23	Fiber from Site Q to Site L ²	1731.72	50%
24	Fiber from Site L to Site R ²	318.11	50%
25	Fiber from Site R to Site F ²	2136.53	50%
26	Fiber - Additional Strands ³	169671.50	0%
27	Total	1,986,727.86	
28	Total E-Rate Funding Eligible Costs	1,817,056.36	
29	Estimated E-Rate Reimbursement to PHSD	908,528.18	
30	Total Cost to PHSD after E-Rate Reimbursement	1,078,199.68	

¹PHSD Estimated E-rate funding discount percentage

²Cost of fiber for 12-Strands between sites

³Cost of fiber not quantified in Lines 7 through 26

VI. ALTERNATE 1

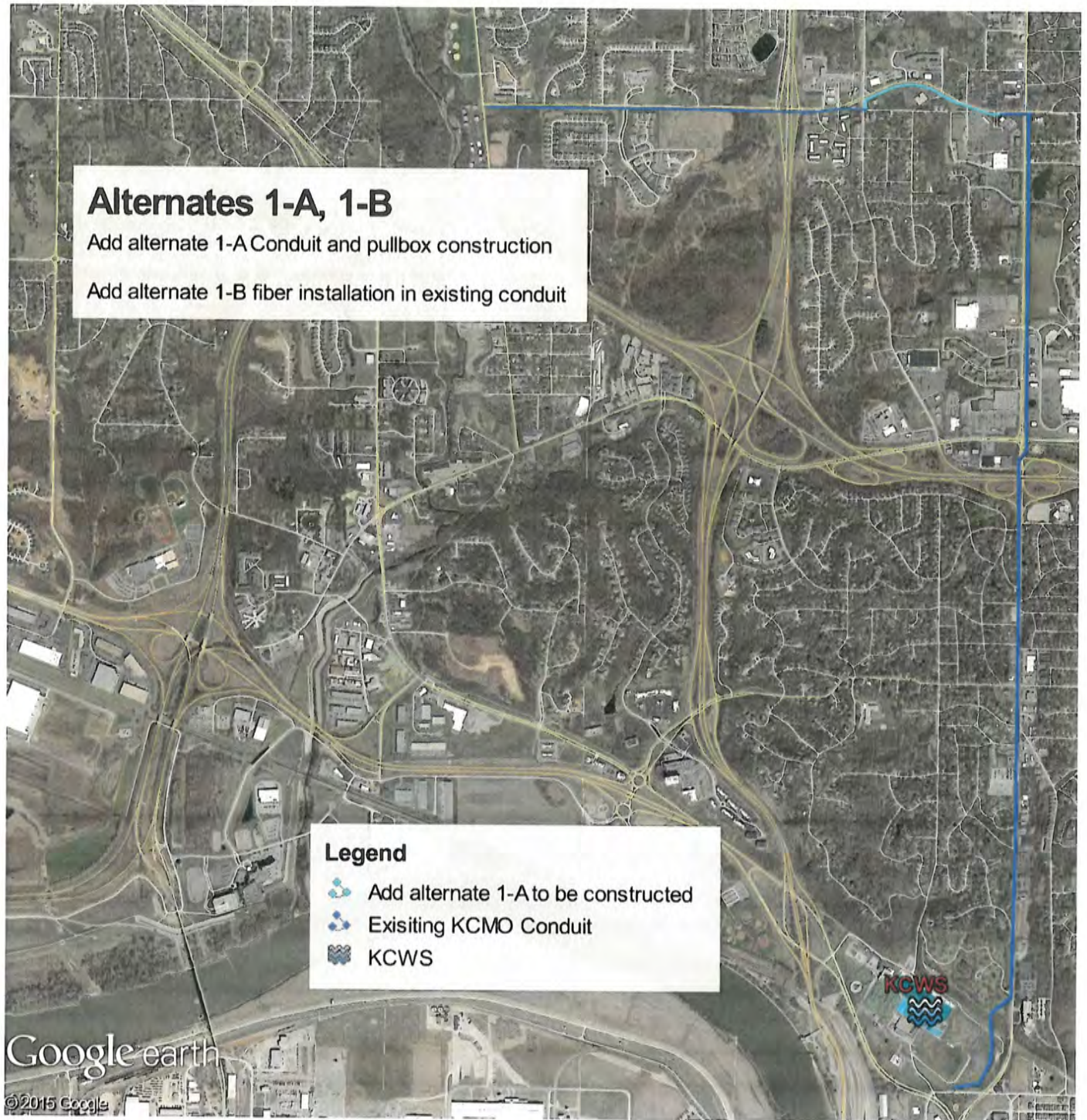
Provide an estimate to design-build a section of network. The network segment is as outlined below.

- Bore approximately 2,500' of proposed 2" Conduit between existing handhole located near NE Englewood Rd and N Walnut St and existing hand hole near NW Englewood Ct and N Broadway in Gladstone, MO (shown as Light Blue Line in Figure 1: Alternate 1 Map)
- Place approximately 19,600' of proposed 96 CT Armored FOC from existing handhole near MO-9 and NE 32nd St in proposed 2" (shown as Light Blue Line in Figure 1: Alternate 1 Map) and existing (shown as Dark Blue Line in Figure 1: Alternate 1 Map) conduit to handhole 10-1 at NW Englewood Rd and NW Waukomis Dr.
- Handholes shall be spaced at no greater than 1400' intervals along newly constructed route
- The Handholes listed below shall have at least 100' of FOC coiled as a slack loop
 - Proposed handhole 10-1 at NW Englewood Rd and NW Waukomis Dr.
 - Existing handhole near NE Englewood Rd and N Oak Rd
 - Existing handhole near 3805 N Oak Rd
 - Existing Handhole near MO-9 and NE 32nd St
- Except where listed above, each handhole shall have at least 50' of FOC coiled as a slack loop.
- At handhole 10-1 splice an additional 84 splices in splice enclosure provided for base bid

No.	Item	Cost	Discount ¹
1	Underground Construction	62674.06	0%
2	Permits and Fees – Kansas City, MO	0	0%
3	Permits and Fees – Platte County, MO	300	0%
4	Fiber	18892.55	0%
5	Total	81,866.61	

¹PHSD Estimated E-rate funding discount percentage

FIGURE 1: ALTERNATE 1 MAP



VII. ALTERNATE 2

Provide an estimate to design-build a section of network. The network segment is as outlined below.

- Bore approximately 21,000' of proposed 2" Conduit between proposed handhole 61-5 located near NW Old Tiffany Springs Rd and N Ambassador DR and proposed handhole at 39°17'28"N, 94°41'10"W (shown as Pink Line in Figure 2: Alternate 2 Map)
- Place approximately 22,100' of proposed 144 CT Armored FOC from in proposed conduit.
- Handholes shall be installed no more than 1400' along newly constructed route
- Handholes shall be provided at locations listed below and shall have at least 100' of FOC coiled as a slack loop
 - Proposed handhole 61-5 provided in base bid located near NW Old Tiffany Springs Rd and N Ambassador DR.
 - Proposed handhole at 39°17'28"N, 94°41'10"W
 - Proposed handhole located near NW Tiffany Springs Pkwy and N Ambassador Dr.
 - Proposed handhole located near NW 112ST and N Ambassador Dr.
- Except where listed above, each handhole shall have at least 50' of FOC coiled as a slack loop.
- At handhole 61-5 provide Underground Splice Case Type 2 and intercept 192 CT FOC in base bid and splice of 72 strands.

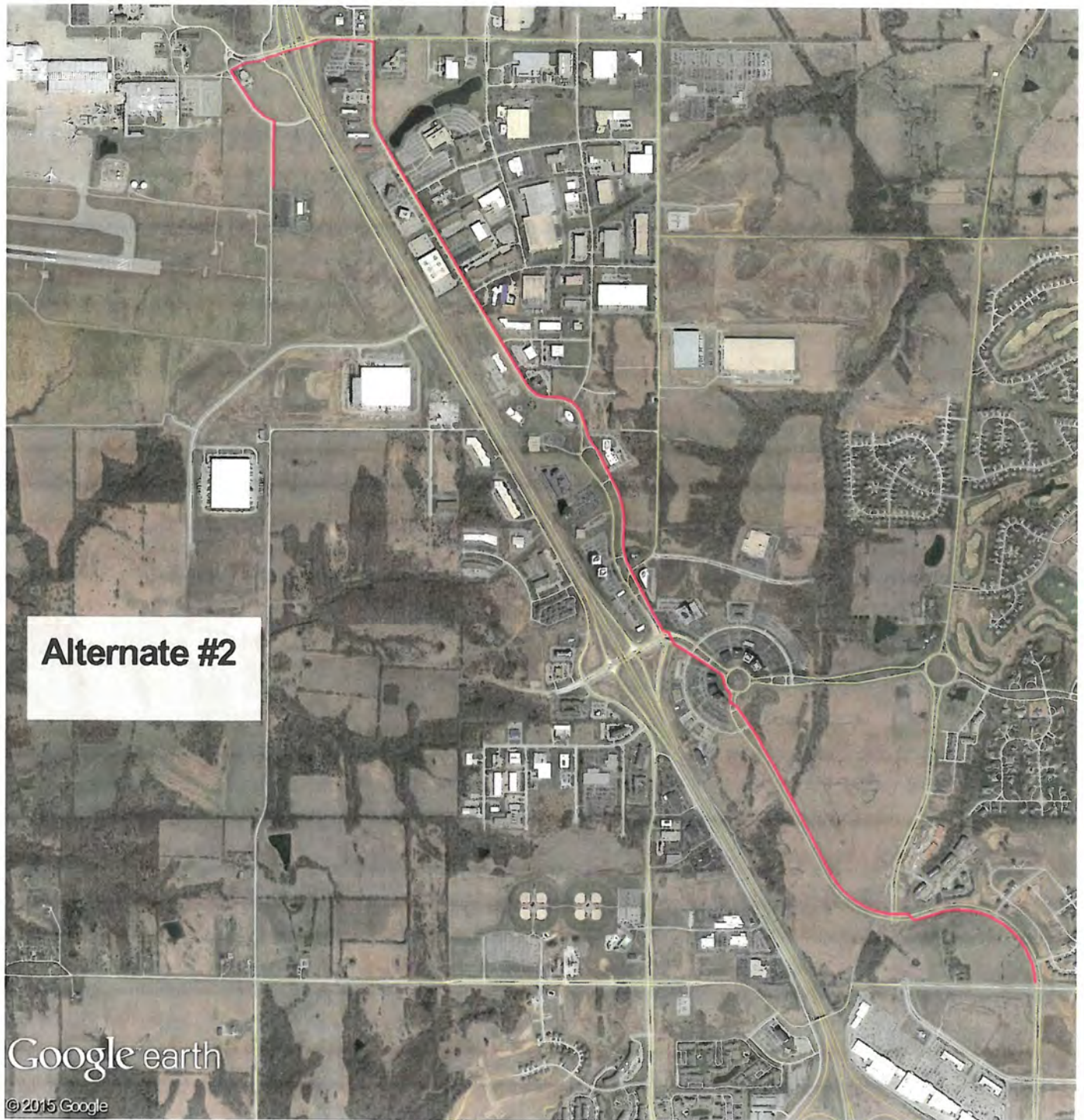
No.	Item	Cost	Discount ¹
1	Underground Construction	215616.33	50%
2	Permits and Fees – Kansas City, MO	0	50%
3	Permits and Fees – Platte County, MO	300	50%
4	Fiber – 12 Strands ²	7187.29	50%
5	Fiber - Additional Strands ³	21267.51	0%
6	Total	244,371.13	
7	Total E-Rate Funding Eligible Costs	223,103.62	
8	Estimated E-Rate Reimbursement to PHSD	111,551.81	
9	Total Cost to PHSD after E-Rate Reimbursement	132,819.32	

¹PHSD Estimated E-rate funding discount percentage

²Cost of fiber for 12-Strands between sites

³Cost of fiber not quantified in Lines 4

FIGURE 2: ALTERNATE 2 MAP



VIII. UNIT COSTS

Changes in the quantities from the quantities indicated by the Contract Documents or extensions of the work, will be adjusted by increasing or decreasing in quantities and by applying the corresponding unit prices. Prices shall include all necessary labor, materials, tools, equipment and incidental work.

If the final quantities indicated by the Contract Documents and Drawings of the base bid are revised due to field adjustments, contractor will accept additions to, deductions or deletions from the sum of base bid price based on the unit prices presented in the following Schedule:

No.	Item	Unit	Cost
1	288-Count Fiber Armored Loose tube Installed	LF	2.95
2	192-Count Fiber Armored Loose tube Installed	LF	2.34
3	96-Count Fiber Armored Loose tube Installed	LF	1.5
4	48-Count Fiber Tight Buffer Indoor/Outdoor Installed	LF	1.47
5	Type A Handhole 24"x36"x36" Installed	EA	603.10
6	Type B Handhole 30"x48"x36" Installed	EA	872.50
7	Type C Handhole 48"x48"x36" Installed	EA	115.70
8	Replace Pull box lid assembly Installed	EA	1180.14
9	1 Conductor #10 Tracer wire Installed	LF	.27
10	Witness Pole Marker Installed	EA	57
11	1" Plenum Innerduct Installed	LF	3.47
12	1" EMT Installed	LF	3.17
13	2" HDPE Conduit installed	LF	7.29
14	4" HDPE Conduit installed	LF	12.02
15	Exterior 2" GRS Riser Assembly Installed	EA	200.02
16	Exterior 4" GRS Riser Assembly Installed	EA	318.54
17	SMF Fusion Splice	EA	15.26
18	Type 1 Underground Splice Case	EA	538.50
19	Type 2 Underground Splice Case	EA	657.63

IX. ATTACHMENTS

Please attach the following documents to your request and initial stating they are attached.

- **Contractor Information** - Brief contractor biography including, but not limited to, company size, years in business, mission and similar project experience.
- **References** – Please provide and attach three references of projects of similar size. Reference information must include Name, Organization, Address, Telephone Number and a short description of project including size and date of installation.
- **Proposed Project Plan with Schedule and Implementation** – Please include a project plan with a schedule that the contractor believe is reasonable to accomplish the construction within this timeframe and list any assumption used in developing the plan and schedule, including any obligations the District has to meet. The plan must identify implementation issues and associated risk management measures the contractor would propose.
- **Deviations and Exceptions** – Please attach a statement outlining any deviations and/or exceptions to the specifications. Please be sure to include page, section, paragraph/sentence(s) and proposed alternative. If the vendor believes a specific deviation or exception may save PHSD substantial costs, please list the potential cost savings from the base bid.

X. SUMMARY

Number of calendar days until start of work after receipt of Purchase Order:

Approx 10-15 Days

In submitting a response to this document, vendor acknowledges acceptance of all sections of this document, specifications and has clearly delineated and detailed any exceptions.

Signature: _____

Title: Vice-President

Printed Signature: Scott Nieweyer

Date: 12/17/2015

ADDENDUM 2

TE1031: Outside Plant Dark Fiber Optic Infrastructure Construction

BID NUMBER:	TE1031
ADDENDUM NUMBER:	2
ADDENDUM ISSUED:	December 9, 2015

I. QUESTIONS AND ANSWERS

The following questions are as they were presented to PHSD. The answers to said questions have been answered as completely and accurately as possible.

- Q:** Do you have a budgetary number for permits? General idea on cost? Fees associated? Can you put the permitting fees in the bid so everyone has the same?
- A:** Please see section III. Permits and Fees of this document.
- Q:** Wage Order for MO for prevailing wage; Have you specified worker classifications?
- A:** The wage order to be used is the most current wage order as of December 17, 2015. It is the responsibility of the contractor to follow all laws and regulations for worker classifications.
- Q:** Fiber listed on the bid sheet; For fiber only or fiber + Installation
- A:** Items numbered 1 through 16 listed in the Request for Proposal section VIII. Unit Costs of the Request for Proposal shall include the cost of material and labor to install such material. Whereas lines 17 through 19 shall include the cost of material only.
- Q:** Alt 1 route; seems to be something over 25,000'. Please verify
- A:** The entire route is approximately 25,000'. Of that distance, approximately 22,500' of duct exists leaving approximately 2500' of duct to be constructed.
- Q:** Permits; Did you consider giving out the number to all bidders that you have determined?
- A:** Please see section III. Permits and Fees of this document.
- Q:** Permits cont.; If not giving out a number, do you have feet in each jurisdiction available?
- A:** It is the responsibility of the vendor to estimate the distance in each jurisdiction. Please see section III. Permits and Fees of this document for more details.
- Q:** Alt 1 & Alt 2; Is time line flexible for these.
- A:** Yes, PHSD would prefer to have this section completed as quickly as possible after base bid of the project is substantially complete. Please provide a recommendation as part of your project plan and timeline in your bid response.
- Q:** It is noted that certified payroll is required. Can you tell us what the Wage order number is for this project
- A:** The wage order to be used is the most current wage order as of December 17, 2015. It is the responsibility of the contractor to follow all laws and regulations for worker classifications.
- Q:** pg. 22 11. Underground Enclosures (G)- Replacement on lids for existing Enclosures (Handholes) that must be custom logo. Does not provide size (dimensions)
- A:** The logo dimensions are as specified by the handhole manufacturer. A logo file has already been sent to Quazite for their review.



- Q:** pg. 22 12. Underground Splice case (E) and (F)- Coyote COYTD919BX-XXX and COYTD928BX-XX , respectively, XXX is the number of plugs... WHAT is that number?
- A:** Please see II. Specification Changes for details.
- Q:** Next two questions are not on the pg. 9 (OSP) equipment list. Are you doing internal structure wiring installs?
- A:** It is the responsibility of the vendor to route and install the FOC to the Fiber Termination Panel in a method that meets or exceeds the specifications as laid out in the construction documents.
- Q:** Page 20 08. Cable Pathways & Support (A-G)- This is structure cabling (inside) are you doing this type install? Are we to bid cable ladders, pathways, j-hooks? Lack of information here, unless you have a drawing of the structured closet room setup. OR do you want P&T to price Ladder Racks, only?
- A:** It is the responsibility of the vendor to route and install the FOC to the Fiber Termination Panel in a method that meets or exceeds the specifications as laid out in the construction documents. This includes providing any cable management products necessary to perform such solution. Ladder Racks within the telecommunication rooms are already provided and are not allowed for use above accessible ceiling.
- Q:** Page 21 09. Innerduct (A-K)- again internal wiring structure pull boxes 16"x16"x4" painted orange. Are you doing this install?
- A:** It is the responsibility of the vendor to provide and install the pull boxes as necessary and in a method that meets or exceeds the specifications as laid out in the construction documents.
- Q:** Regarding Right of Way (ROW) for Private Lines on State Highways: MoDOT regulation (643.3.10 of 643.3 MoDOT Standards and Regulations) dictates that longitudinal use of highway right of way by private lines is not permitted except in special conditions and with the approval of the Federal Highway Administration. Noting the above, should all parties bid Private easements parallel to the MoDOT ROW based on the regulation noted, with the ability for that to be waived if Park Hill Schools is successful in obtaining a waiver from MoDOT (similar to city permit fees)?
- A:** Pursuant to City of Kansas City Ordinance No. 150974, the City of Kansas City Missouri will apply for and obtain MoDOT ROW permits on behalf of this project. The contractor shall not be responsible for obtaining such ROW permits.
- Q:** On page 4, #8, c. Can this be amended to something more reasonable like 10 days ? To get a final bond within 72 hours of contract signing is sometimes a little more difficult due to schedules of the people processing the paperwork. Then they have to be overnighted for signatures to the contractor, then again overnighted to PHSD.
- A:** PHSD will allow up to 8 days for the Contractor to furnish required bonds. See II.A Performance Bond and Payment Bond (Section II, Item 8.c) of this document for clarification.
- Q:** Can you please confirm that this is a Prevailing Wage project and provide the rates associated with this project from the DOL?
- A:** Yes, as specified in the Construction Documents Section II, Item 13.f, the contractor certifies that it meets the requirements of the Missouri Prevailing Wage Law. The wage order to be used is the most current wage order as of December 17, 2015. It is the responsibility of the contractor to follow all laws and regulations for worker classifications
- Q:** On V. Base Bid On Line 1 are you wanting the total cost of the Underground Construction for Lines 7-25 ? Or are you wanting the complete cost for each segment in Lines 7-25 ? not sure what you are looking for here.
- A:** Line 1 should be the base bid of the project (Including all labor and material) less the cost of permits and Fiber Optic Cable. Lines 7-25 should only include the estimated cost of 12 strands of Fiber Optic Cable (Material Only) between said sites. Line 26 should include the cost difference from said 12 strands of Fiber Optic Cable (Material Only) up to the Fiber Optic Cable size as specified on the Plans.
- Q:** If you are looking for the cost for each segment, do you have the itemized breakdown for lines 7-25 just as you have for each Alternate?
- A:** We are not expecting a contractor to itemize all costs by segments only as described in the previous answer.



- Q:** Would you consider just using the format on in VIII. Unit Costs for the entire project ? You may have to add a few additional lines but it would be considerably easier as all you would have to do is put quantities to the 19 line items and total it up.
- A:** No, the project shall be a base bid project as required for federal funding.
- Q:** How are you going to compare vendors? For instance, if the local telco already has fiber in the area and does not have to construct all of this, they will be considerably cheaper than us since we are placing all new duct and fiber.
- A:** This project is pre-designed to meet the exact specifications established by PHSD. In this project, PHSD is not looking for an IRU or other type of managed service that would provide competitive edge to one vendor. Bids will be evaluated based upon the criteria detailed in Construction Documents Section II item 20. Price is the primary factor. Pricing provided in the Request for Bid document must be compliant with all bid requirements. If all specified criteria are not met the Compliance with Bid Requirements item, outlined in the Construction Documents Section II item 20, may be scored poorly.

II. SPECIFICATION CHANGES

A. PERFORMANCE BOND AND PAYMENT BOND (SECTION II, ITEM 8.C)

The specification shall be changed to read: "The Contractor shall furnish the required bonds to PHSD no later than eight (8) days following execution of the Agreement."

B. UNDERGROUND SPLICE CASES (SECTION IV, ITEM 12.E)

The specification shall be changed to read: "Type 1 splice case shall be Preformed Line Products COYOTE 80061179 with correct grommets as required for selected cable OD"

C. UNDERGROUND SPLICE CASES (SECTION IV, ITEM 12.F)

The specification shall be changed to read: "Type 2 splice case shall be Preformed Line Products COYOTE 80061055 with correct grommets as required for selected cable OD"

D. UNDERGROUND SPLICE CASES (SECTION IV, ITEM 12.G)

The specification shall be omitted: "~~Use manufacturer recommended splice trays using one buffer tube per tray. Provide spare trays to provide 20% additional splicing capacity or a minimum of 2 trays.~~" and replaced with "Splice trays shall be Preformed Line Products COYOTE 80810086. No more than 24 splices shall be made per splice tray. A minimum of 2 extra (unused) splice trays shall be provided and installed in each splice case where capacity allows."

E. UNDERGROUND ENCLOSURES (SECTION IV, ITEM 11.B)

The specification shall be changed to read: "Enclosures shall be Hubbell Quazite PG Style Open Bottom Polymer concrete enclosure of dimensions as specified in the Plans. Enclosure Covers shall include tamper resistant penta-head bolts with a custom logo"



III. PERMITS AND FEES

A. MODOT RIGHT OF WAY

Pursuant to City of Kansas City Ordinance No. 150974, the City of Kansas City Missouri will apply for and obtain MoDOT ROW permits on behalf of this project. The contractor shall not be responsible for obtaining such ROW permits.

B. KCMO PERMITS

It will be the responsibility of the contractor to apply for and obtain excavation, street plate and traffic control permits for this project. The fees for permits obtained on KCMO Right of Way will be at no charge to the contractor as the city has waived the fees for this project.

C. RIVERSIDE, MO PERMITS

It will be the responsibility of the contractor to apply for and obtain construction and traffic control permits for this project. The fees for permits obtained in Riverside, MO Right of Way will be at no charge to the contractor as the city has waived the fees for this project.

D. PLATTE COUNTY, MO PERMITS

It will be the responsibility of the contractor to apply for and obtain construction and traffic control permits for this project. The contractor will pay the fees for permits obtained in Platte County, MO for work in the Right of Way. The contractor shall add \$300.00 to their bid amount to compensate for these fees. If the fee's for the Platte County permits exceeds this amount PHSD will pay those additional amounts.

E. WEATHERBY LAKE, MO PERMITS

This project will not require construction in the City of Weatherby Lake, MO. Refer to revised Sheet 44 and 45 of this addendum for details.

IV. UNIT COSTS

Changes in the quantities from the quantities indicated by the Contract Documents or extensions of the work, will be adjusted by increasing or decreasing in quantities and by applying the corresponding unit prices. Prices shall include all necessary labor, materials, tools, equipment and incidental work.

If the final quantities indicated by the Contract Documents and Drawings of the base bid are revised due to field adjustments, contractor will accept additions to, deductions or deletions from the sum of base bid price based on the unit prices presented in the following Schedule:

No.	Item	Unit	Cost
A1	12-Count Fiber Armored Loose tube Installed	LF	1.08
A2	12-Count Fiber Armored Loose tube Not-Installed (Material Only)	LF	.33
A3	24-Count Fiber Tight Buffer Indoor/Outdoor Installed	LF	1.81



V. SUPPLEMENTAL DRAWINGS

The following drawings as attached include changes as noted by the revision cloud.

- 3
- 44
- 45
- 89

VI. SUMMARY

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature:  Title: Vice-President

Printed Signature: Scott Niemeyer Date: 12/17/2015



ADDENDUM 3

TE1031: Outside Plant Dark Fiber Optic Infrastructure Construction

BID NUMBER:	TE1031
ADDENDUM NUMBER:	3
ADDENDUM ISSUED:	December 14, 2015

I. STATEMENT

Due to a scheduling conflict, PHSD is changing the time of the Bid Response Due and Public Bid Opening. Both such events are now at December 17, 2015 at 4:30 PM as referenced in Section II Item A of this document.

II. SPECIFICATION CHANGES

A. SCHEDULE OF EVENTS (SECTION I, ITEM 3.A)

The "Bid Response Due" Date shall be "December 17, 2015 4:30 PM"

The "Public Bid Opening" Date shall be "December 17, 2015 4:30 PM"

III. SUMMARY

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature: _____

Title: Vice -President

Printed Signature: Scott Niemeyer

Date: 12/17/2015

PHSD TE1031 - Outside Plant Dark Fiber Optic Infrastructure Construction



Site: Park Hill School District
Date: 12/17/2015
Prepared by: Scott Niemeyer
Reporting Period: January 2016 through June 2016

Any significant safety issues for the reporting period: Pothole backfill & Traffic Control Discussed and addressed	Yes
Any significant quality issues for the reporting period:	None
Any significant environmental issues for the reporting period:	None
Any significant changes to the SOW:	None
Any significant contractual issues:	None
Any <u>Other</u> issue:	Yes

Progress on these items is as follows:

Crew# 1 Bore CREW (Locator, Operator, Laborer)

3 Men

1/15/2016 - 4/15/2016 Directional Bore and place conduit along route.

Crew# 2 Bore CREW (Locator, Operator, Laborer)

3 Men

1/15/2016 - 4/15/2016 Directional Bore and place conduit along route.

Crew# 3 Bore CREW (Locator, Operator, Laborer)

3 Men

1/15/2016 - 4/15/2016 Directional Bore and place conduit along route.

Crew# 4 Bore CREW (Locator, Operator, Laborer)

3 Men

1/15/2016 - 4/15/2016 Directional Bore and place conduit along route.

Crew# 5 Rod & Rope CREW (Operator, Laborer)

2 Men

Complete by 4/21/2016 Rod all existing Conduits and place pull tape.

Crew# 6 Tie- In CREW (Operator, Laborer)

2 Men

Complete by 4/22/2016 Conduit bore Tie-Ins along Route

Crew# 7 Handhole Placement CREW (Operator, Laborer)

2 Men

Complete by 4/29/2016 Conduit bore Tie-Ins along Route

Crew# 8 Handhole Placement CREW (Operator, Laborer)

2 Men

Complete by 4/29/2016 Conduit bore Tie-Ins along Route

Crew# 9 Fiber Placement CREW (Foreman, Laborer, Laborer, Laborer)

4 Men

5/2/2016 - 5/27/2016 Various Crews installing fiber along route.

Crew# 10 QC CREW (Foreman, Laborer)

2 Men

5/30/2016 - 6/3/2016 Inspecting and completing all handhole locations along Route

Crew# 11 Restoration Crew (Operator, Laborer, Laborer)

3 Men

Complete by 6/3/2015 Cleanup debris and restore ground conditions

Crew# 12 Splicing CREW (Fiber Tech)

1 Man

5/25/2015 - 5/29/2015 Install Fiber capsules and splice fiber cables along 288-Strand Ring

6/6/2016 - 6/10/2016 OTDR & Document

**** This is just a preliminary summary of the schedule. If contract is awarded, a more detailed and descriptive version of all construction installation will be developed and delivered to the Park Hill School District. This will be developed with Lan-Tel interaction with Park Hill School District to meet their overall project goals.***

DEVIATIONS / EXCEPTIONS

BID NUMBER:	TE1031
PAGE:	1
OF PAGES:	1

DOCUMENT:	TE1031: Outside Plant Dark Fiber Optic Infrastructure Construction - Contract Documents
PAGE:	21
SECTION/SUBSECTION HEADING:	IV. Products - Section 10. Underground Conduit
RECOMMENDED/REQUIRED:	Recommended Deviation or Exception
ADD/DEDUCT COST FROM BASE BID:	
SPECIFIC PARAGRAPH/SENTENCE(S):	
<p>Page21 Section 10 Paragraph G and Paragraph J.</p> <p>Both Reference no additional payment for rock adder and minimum depth must be 36 inches.</p>	
PROPOSED ALTERNATIVE	
<p>Lan-Tel proposes in all rock soil conditions, all conduits will be placed a minimum 24 inch depth.</p>	
GENERAL NOTES	
<p>Lan-Tel feels not only does this offer initial construction cost savings, but will also allow for costs savings for any future maintenance or repairs as well as any expansion to the fiber backbone project.</p>	



ADDENDUM 1

TE1031: Outside Plant Dark Fiber Optic Infrastructure Construction

BID NUMBER:	TE1031
ADDENDUM NUMBER:	1
ADDENDUM ISSUED:	December 5, 2015

I. QUESTIONS AND ANSWERS

The following questions are as they were presented to PHSD. The answers to said questions have been answered as completely and accurately as possible.

Q: Can you please release a KMZ file?

A: No. Unfortunately, we do not have a file that is in line with the specification that we feel comfortable releasing. However, as a courtesy we will release a single sheet showing the overall route. This document is attached.

Q: May a contractor bid on both TE1031: Outside Plant Dark Fiber Optic Infrastructure Construction and TE1032: Outside Plant Dark Fiber Optic Infrastructure Construction Project Management and Inspection?

A: No. As to eliminate the opportunity for conflict, the district will reject any bid for TE1032: Outside Plant Dark Fiber Optic Infrastructure Construction Project Management and Inspection that is submitted with a TE1031: Outside Plant Dark Fiber Optic Infrastructure Construction. However, there is no such prohibition for a vendor any other combination of bids.

Q: What is considered extra depth? Culverts, Creeks, Etc?

A: 3' of cover below the flow line

Q: How long is the section where the existing fiber will have to have an override? Are there existing pull strings? How long is the existing duct? Is the duct empty?

A: The segment is approximately 7064 feet. The duct contains 1-48 count fiber optic cable and you will need to protect this cable from damage. There is no existing pull rope in the conduit.

Q: How old is the existing 2"?

A: North Oak is approximately 5 years old and Waukomis is approximately 1-year-old.

Q: What happens if some of the conduit has collapsed? Whose responsibility is this?

A: PHSD will be responsible for paying the cost to repair collapsed or damaged existing duct based upon the rates in the unit cost schedule.

Q: Do you require bi-directional testing on all fiber lines?

A: PHSD requires bi-directional testing of all fibers that are terminated on both ends. Where fiber is only terminated on one end, uni-directional testing is allowed. Where fiber is to be left unterminated, uni-directional testing of a single strand per tube is required.

Q: If you choose to go to a steel sleeve but have shallower depth do you need to include this in your base bid? (so you can go 48" vs 72")

A: This is a base-bid project, so it is the contractor's choice as to how to install in the most cost effective manner as possible that meets and/or exceeds the bid specifications.



Q: How will Rock be handled?

A: All subsurface conditions encountered shall be subsidiary to the construction of the completed system and included in the base bid. There will be no additional payment made regarding rock encountered during construction of this project.

Q: Are data of pre-tests required for the reels?

A: No. No data of pre-tests are required for factory fiber optic cable reels.

Q: Splice testing programming, is this in the specifications?

A: Please reference construction documents Section V, Item 11.

Q: Is there an engineering estimate?

A: No. An engineering estimate will not be provided.

Q: What size paper are the drawings drafted for?

A: The drawing sheets are scaled for 11" x 17" paper.

Q: Are there plans available for bid alternates? When is it required? Is it flexible?

A: The alternates have been released as Design-Build project alternates. The construction of which will need to follow the same specifications as the remainder of the project. PHSD is flexible on the timeline for the alternates. Please present your recommendations in your Proposed Project Plan with Schedule and Implementation section of the bid response.

Q: Can we work with reroutes as they arise? Will this be done for convenience?

A: The base bid must meet bid specifications. However, a contractor may submit an optional Deviations and Exceptions form as part of their bid response if they so choose.

Q: Will you have inspectors on project? Are they in position to make field decisions?

A: PHSD has released TE1032: Outside Plant Dark Fiber Optic Infrastructure Construction Project Management and Inspection to provide these services. The awarded contractor will be the role of Construction Manager as outlined in Section III, Item 4 of the Construction Documents. In the even this is not awarded, a representative from PHSD will preform the roles of the Construction Manager.

Q: Would it be possible to get the bid in Microsoft Word Format?

A: No, It is our practice to protect our bid request documents to ensure that no editing can be done.

II. SPECIFICATION CHANGES

A. FIBER OPTIC CABLE (FOC) (SECTION IV, ITEM 4.C.I)

The specification shall be changed to read "Outside Plant Fiber Optic Cable shall be OFC Single-mode single-jacket single-armor loose tube ~~indoor~~/outdoor with fiber counts as necessary to fulfill the requirements and as indicated on the plans."

III. QUESTIONS

As a courtesy, we are allowing questions to be submitted up until 5:00 PM on December 7th. After which point, questions may or may not be answered.



IV. SUPPLEMENTAL DRAWINGS

The following drawings as attached are hereby made to the drawing set.

- 2A

The following drawings as attached include changes as noted by the revision cloud.

- 3
- 26
- 55
- 56
- 57
- 58
- 81
- 82
- 89

V. SUMMARY

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature: 

Title: Vice-President

Printed Signature: Scott Niemeyer

Date: 12-17-2015



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we **Lan-Tel Communications Services, Inc., 520 North MO 7 Hwy, Independence, MO 64056**

as Principal, hereinafter called the Principal, and **Mid-Continent Casualty Company, 1437 South Boulder, Suite 200, Tulsa, OK 74119**

a corporation duly organized under the laws of the State of **Ohio**, as Surety,

hereinafter called the Surety, are held and firmly bound unto the **Park Hill School District, 7703 NW Barry Road, Kansas City, MO 64153**

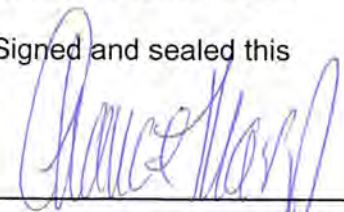
as Oblige, hereinafter called the Oblige, in the sum of **Ten Percent (10%)** of the Amount Bid Dollars (\$-----),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Install new conduit pathway and fiber optic cabling between all schools in the Park Hill School District. Location: Southeastern Platte County.**

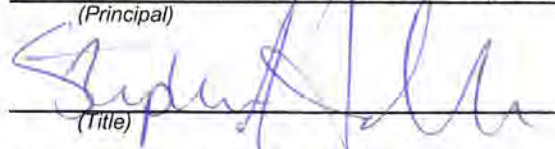
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **17th** day of **December, 2015**




(Witness)

Lan-Tel Communications Services, Inc.
(Principal)

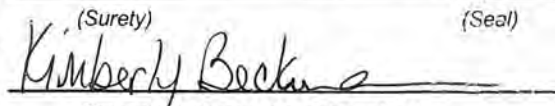


(Title)

Mid-Continent Casualty Company



(Witness)

(Surety) (Seal)


Kimberly Beckman, Attorney-in-Fact

MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **MID-CONTINENT CASUALTY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. **Rachelle Allwood, Travis Barker, Christopher Davolt and Peggy Marrs, all of LIBERTY, MO**

IN WITNESS WHEREOF, the **MID-CONTINENT CASUALTY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 01 day of April, 2015



ATTEST:

Sharon Hackl

SHARON HACKL

Secretary

MID-CONTINENT CASUALTY COMPANY

Todd Bazata

TODD BAZATA

VICE PRESIDENT

On this 01 day of April, 2015 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Mid-Continent Casualty Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }
COUNTY OF TULSA }

SS



Commission # 11008253

My Commission Expires: 09-08-15

Julie Callahan

JULIE CALLAHAN

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Mid-Continent Casualty Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of **Mid-Continent Casualty Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 17th day of December, 2015



Sharon Hackl

SHARON HACKL

Secretary

VOID IF BOX IS EMPTY



520 N MO Hwy 7
Independence, Mo 64056

Office: 816-650-5038
Fax: 816-650-5862

Lan-Tel Communications Services, Inc is a Missouri, Kansas, Iowa, Nebraska, Illinois, Minnesota, Kentucky, , Tennessee, Arkansas, Texas and Oklahoma contractor that can provide 24 hour, 7 days a week emergency restoration service. Lan-Tel covers the entire Midwest region encompassing about 15 states. Lan-Tel is a WBE contractor.

Resource Profile:

Lan-Tel Communication and Underground Services, Inc. was started in 1995. Lan-Tel Communication and Underground Services, Inc. is dedicated to achieving the highest quality of work in the industry. Lan-Tel Communication and Underground Services, Inc. has a resume that is second to none in communications, power, CCTV, long haul fiber optic backbones, and inside plant network cabling. We guarantee our professional installation work follows all ANSI/TIA/EIA standards and meets plenum and non-plenum specifications. Our employees are self-motivated and take pride in their work to deliver a product that supersedes the competition.

Lan-Tel Communication & Underground Services, Inc. Outside plant division specializes in the design, installation, and maintenance of communications infrastructures, advanced transportation management systems, transmission & distribution power services, communications, CCTV, and video systems - both aerial & underground. We currently staff two full time BICSI RCDD OSP specialists and have fifty outside plant employees that utilize aerial trucks, trenchers, backhoes, excavators, loaders, dozers, and horizontal directional boring machines. We also assist in right-of-way and utility easement acquisitions. All of our employees are qualified union employees that have been through extensive apprentice training programs and are well trained safety, conscious workers.

Lan-Tel Communication & Underground Services, Inc. Inside plant division installs cabling in both new and existing structures. We staff three BICSI RCDD that lead thirty inside cabling technicians that include multiple BICSI Level II installers and BICSI certified technicians. The inside crew is made up of lead technicians, cabling technicians and project managers. Our services include design and installation of LAN/WAN cabling systems, CATV, overhead paging systems, video, fiber optic networks, CCTV, physical security and fire alarm systems. We can also assist in project management, design, and we work with all telephone equipment vendors in the area.

Between our Inside and Outside Plant Divisions, we service a multitude of clients who include Independence Power & Light, AT&T, Bluebird Network, TW Telecom, 3M, Level 3, Time Warner, Missouri Network Alliance, City of Olathe IT & Traffic division, City of Overland Park IT and Traffic division, MODOT, IADOT, KSDOT, Fort Leavenworth (KS), Fort Riley (KS) and Scott Air Force Base (IL) just to name a few.

Lan-Tel also has a concrete division that does sidewalks, curbs and gutters, basins, and flatwork. Scott Laforge is the project manager with 20+ years of experience. The concrete division currently has contracts with multiple municipalities which include the City of Lenexa, KS, and the City of Gladstone, MO. to name a couple.

Relationships:

Relationships are extremely important to our business and we understand the value of being readily available; please feel free to contact us at any time throughout the week. We have multiple project managers and engineers that have a combined 100+ years of experience in the industry. These project managers and engineers will be available for your disposal in order to ensure we implement a solution that will best fit your company's needs.

Contact Information:

Owner/President	Kristi McBee	20 years	816-650-5038 ext. 210
Vice President	Steve McBee RCDD/OSP	20 years	816-650-5038 ext. 202
Vice President of Sales	Scott Niemeyer	16 years	816-650-5038 ext. 204
Project Manager/RCDD	Sean McBee RCDD	17 years	816-365-9835 ext. 205
Project Estimator	Stephen Havelka	2 years	816-650-5038 ext. 212

Bonding and Insurance:

Broker is Cretcher- Heartland
Contact: Erle Benton 813-341-8998

Union:

IBEW #53 members
IBEW #124 members
Operators Union #101
Plaster's Union #518
Laborer's Union #663
CWA #6360

AS Built Drawings:

Lan-Tel Communications can provide as built drawings and GPS locations of all projects.

References: Major Projects completed

Spring Hill School District

Phil Elliott

913-638-9878

Site Location: Spring hill, KS Lan-Tel Communications and Underground Services installed a 72 strand single mode fiber between multiple schools. Terminated and tested each location. Lan-Tel has also cabled multiple ISP locations for the Spring Hill school district.

AT&T Fiber to the home and Optiman entrances.

This is an ongoing contract we have maintained for 6 years.

Joseph Horvatt AT&T Engineer

913-938-8012

Belton School District

Troy Shaw

816-686-6480

Site Location: Belton, Mo Lan-Tel Communications and Underground Services installed a 72 strand single mode fiber between multiple schools. Terminated and tested each location. Constructed fiber optic hut for central fiber location & equipment.

Customer Statement: "Lan-Tel Communications has provided the Belton School District #124 with outstanding underground fiber, building fiber, and building Local Area Networks. We look forward to continuing our relationship with Lan-Tel and would highly recommend them." - Troy Shaw

SHO-ME Technologies

Brad McGoon

417-859-3475

Ft. Scott, KS

Installation of Underground Fiber Plant (3.8 miles)

US Transcom

Scott AFB, IL

General: River City Construction

Project Manager: Kent Campworth

\$5,018,000.00

Project consists of 11,400 Cat 6 runs, 43,000 fiber terminations and sound masking/white noise speaker system encompassing several buildings.

Fort Leavenworth, KS

IMOD Project

\$4,369,484.00

Contact: Craig Forsee

913-684-7022

Trench 4' wide duct bank which includes a fiber optic expansion base wide. Duct bank is concrete encased with flowable fill servicing the entire base. Installed, terminated, and tested approximately 200,000' of fiber optic cable servicing hundreds of buildings.

City Of Olathe Advance Transportation Management System Phase III

City Of Olathe Traffic

David Kumke

913-971-5165

Site Location: Olathe, KS

\$950,000.00

Project consists of installation of conduit, hand holes, fiber, poles, and cameras to complete a fiber optic camera and traffic management system.

City of Overland OPTCS 2008 and 2010 Communication expansion projects

City of Overland Park Traffic

Shawn Gotfredson

913-895-6183

Site Location: Overland Park, KS

\$980,000.00

Project consists of installation of conduit, hand holes, fiber, poles, and cameras to complete a fiber optic camera and traffic management system.

Independence Power & Light

Kris McGinley

816-564-8464

Overhead to Underground Conversion

Site Location: Independence, MO

First 3-year contract (07/06-07/09) = \$4,000,000

Second 3 year contract (7/09-07/12) = \$4,118,000

This project consists of converting overhead power service to underground from the main power line to the house meter on approximately 3,000 homes over the next three years.

Customer statement: "Lan-Tel Inc. has provided support services to our utility since 2005. Their expertise in varying disciplines, such as underground electric distribution and street lighting, is exemplary. Adding Lan-Tel to our selection of labor resources has permitted us to reduce escalating construction costs. We are looking forward to continuing our business relationship into the foreseeable future." – Jack Looney

KDOT KC SCOUT Racetrack project

\$420,000.00

Project completion 8/5/2011

Mark Somerhouser KC Scout

MARC -ARRA Traffic signal Enhancements – Operation Green Light

\$2,500,000.00

Project has reached substantial completion and in final inspection

Contact Raymond Webb 816-622-0731

IADOT

Sioux City Fiber Optic Expansion of ITS

\$ 1,371,425.00

Contact: Mike Jackson (IADOT Engineer)

515-239-1192

Project consists of boring/trenching approximately 20 miles of HDPE, hand holes, traffic cabinets, camera poles and fiber to various surveillance cameras throughout the city.

IADOT

Council Bluffs Fiber Optic Expansion of ITS

\$ 2,113,685.00

Contact: Mike Jackson

Project consists of boring/trenching approximately 30 miles of HDPE, hand holes, traffic cabinets, camera poles and fiber to various surveillance cameras throughout the city.

IRS/KC Corp Call Center

John Mentzer

816-291-9796

Site Location: Kansas City, Missouri

IRS is a Belden/Nordx solution. The project consists of 13,000 Cat5e cables, 20 closets among of campus of 4 buildings. All closets connected with single mode and multi-mode fiber, with high-pair copper cable. All fiber backbone has dual redundant pathways connecting to MDF and mini-MDF. Also the job consists of 1,500 fiber terminations.
\$3,618,000

Fort Riley Kansas

Custer Hill Beddown Facility, BCTC, Multipurpose Digital Range Complex, Numerous Headquarters buildings on base.

Owner: US Army Corp of Engineers

Contact: Larry Larson Citadel Electric

816-697-6643

In excess of 6 million dollars in communication work at Fort Riley, KS

Farmington Correctional Center

Inside Plant structured cable

Outside plant fiber bury/ directional boring

Contact: Larry Burkhardt (573) 751-2655

Architect Heideman Associates, INC

Bob Kramer, (314)-882-2217

\$ 474,086.88

12/15/2008

Major projects under contract or recently completed

City of Derby, KS City Wide Fiber Backbone Project - \$600,000.00

M2SEC Engineering Building University of Kansas. JE Dunn \$320,000.00

Columbia High School Columbia, MO JE Dunn \$350,000.00

National Nuclear Security Administration –HoneyWell Campus -Johnson Controls/WhiteOak Group- JEDunn
\$1,236,000.00

Joplin Schools (Universal Construction) \$ 1,300,000.00

Ft. Leavenworth Vet Clinic (JJ Kirlin Special Projects) \$150,000.00

National Nuclear Security Administration Bldg. RELO project (White-Oak Group) \$600,000.00

COBO Arena Detroit, MI (Johnson Controls) \$330,000.00

Wolf Creek Elementary School, Spring Hill, KS (JE Dunn) \$124,800.00

Ft. Leavenworth JAG Bldg. 244 (JE Dunn) \$160,000.00

EXHIBIT 9

Eligibility of Products and Services – Self-Provisioned Networks

Issue

USAC has some additional questions regarding your special construction funding request.

What is the issue?

FRN requests support for special construction related to a self-provisioned network. The Second E-rate Modernization Order describes a self-provisioned network as one in which an eligible “school or library owns a full network or fiber run, including all the fiber strands and conduit.” Special construction charges for self-provisioned networks are only eligible for support if the networks are constructed and used within the same funding year as the funding request (i.e., by June 30). E-rate funding is only available for eligible schools, libraries, and consortia made up of eligible schools and libraries, to purchase eligible services that will be used for an eligible educational purpose. Further, E-rate supported services may not be resold. To confirm compliance with these rules, we need to verify the scope of the fiber installation associated with the above-referenced FRNs, when the fiber will be lit, how the fiber will be used, and whether any fiber installed will be used at any time by a party other than the applicant.

Please read all of the questions, descriptions, and requests below. Please give enough detail, insight, and clarity to help the reviewers fully understand your specific situation.

Check the boxes for statements that apply, and where applicable, type the information requested into the text boxes. If your information is too detailed for the text box, or if you need to provide additional documentation, click “Browse” to upload relevant files or documentation.

Question(s)

*Please answer **all** of the following questions and/or provide the documentation requested. For all documentation attached please identify which question it corresponds to.*

#	Questions	Response (Required)
1	<p>For FRN 1699113115(Dark Fiber – LanTel) and 1699144893 (Project management-Olsson Associates) please indicate the total number of fiber strands that will be installed at the time of construction.</p> <p>Note 1: By “total number of fiber strands,” we mean the total number of strands installed as part of the special construction build, irrespective of whether the strands: (a) will be lit for the applicant’s use or a potential other purpose; (b) will be lit this funding year or a future funding year; (c) have been cost-allocated out of the funding request; or (d) were not included in the one-time charges quoted to the applicant for the special construction project in the first instance.</p> <p>Note 2: If you do not have access to this information, please contact your service provider to request it.</p>	<p>96, 192 and 288 strand fiber optic cable were used in different segments of the network.</p>
1(a)	Will the applicant be the sole owner of all of the fiber	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

	<p>identified in response to Question 1 and all of the components comprising the self-provisioned network (e.g., all outside plant)?</p> <p>Note: For the purpose of the questions in this document, “applicant” refers to an applicant’s eligible schools and/or libraries. It does not apply to members of a consortium that are ineligible for E-rate support.</p> <p>If yes, proceed to Question 2. If no, proceed to Question 1(b).</p>	
1(b)	<p>Please identify any additional party(ies) that will own fiber strands and/or other components (e.g., outside plant) of the contemplated network?</p> <p>Proceed to Question 1(c).</p>	<p>The City of Kansas City has agreed to allow Park Hill School District to use various existing spare conduits for at least 20 years. However, Park Hill School District retains ownership of the network including all newly installed components.</p>
1(c)	<p>Please provide documentation substantiating the information provided in response to Questions 1(a)-(b).</p> <p>Proceed to Question 2.</p>	<p>See Fiber-Optic Network Cooperative Agreement.</p>
2	<p>Of the total number of strands identified in response to Question 1, how many of the strands will be installed for the applicant’s exclusive use <u>and</u> will be lit within this funding year?</p>	<p>Of the installed strands, 12 strands have been provided and 4 strands have been lit from each site from the hub site. For example, on the 288 count fiber optic cable, 10 schools are connected to the hub site. Of the 288 strands, 120 strands (12 per site) are connected with 40 total strands lit (4 per site).</p>
2(a)	<p>How many recipients of service will be served by the strands identified in response to Question 2?</p> <p>Note: Please state whether multiple recipients of service are located in one building and will be served by the same set of fiber strands.</p>	<p>17 sites are serviced from this infrastructure. See description on question 2.</p>
2(b)	<p>What will be lit date for the fiber strands identified in response to Question 2 (if different segments of the build will be lit at different times prior to June 30, provide the latest lit date)?</p>	<p>7 / 1 / 2016</p>
3	<p>Enter the total number of remaining strands here [Answer to Q1 – Answer to Q2 = Answer to Q3] (“Excess Fiber Strands”).</p> <p>If the response to this question is zero (0), you may disregard the remaining questions in this document. Otherwise, proceed to Question 4.</p>	<p>Different segments of the network vary with excess strands. These are either for anticipated future construction (3 sites planned in the coming 4 years) or allocated to the City of Kansas City Missouri in exchange for things such as usage of spare existing conduit and locate services (see Fiber-Optic Network Cooperative Agreement). For example, on the 288 count fiber optic cable, 10 schools are connected to the hub site, allocating 120 dark strands total with 12 per site. Of the 120 dark strands, 40 strands are lit (4 per site) leaving 80 strands of connected but un-lit fiber. This leaves 168 remaining strands. 72 are allocated to the City of Kansas City Missouri (see Fiber-Optic Network Cooperative Agreement) for their use and 96 are available for the future growth of Park Hill School District.</p>
4	<p>Will <u>ALL</u> of the Excess Fiber Strands installed in your project be specifically for the applicant’s exclusive future use (e.g., anticipated growth in bandwidth requirements or future expansion)?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

	<p>If yes, proceed to Question 4(a). If no, proceed to Question 6.</p>	
4(a)	<p>Will all of the Excess Fiber Strands installed for the applicant's exclusive future use remain dormant (dark) until lit for the applicant's exclusive use during a future funding year (i.e., no other party will use the Excess Fiber Strands between the time they are installed and the time the applicant is ready to use them in the future)?</p> <p>If yes, proceed to Question 4(b). If no, proceed to Question 7.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No N/A. Proceed to Q6.</p>
4(b)	<p>Have the Excess Fiber Strands been cost-allocated out of the special construction FRN?</p> <p>If yes, proceed to Question 4(c). If no, proceed to Question 5.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No N/A. Proceed to Q6.</p>
4(c)	<p>Please state the amount cost-allocated out of the special construction FRN and provide documents showing the basis for the cost-allocation. If your documents do not delineate specific costs of fiber installation, explain the tangible basis for the cost-allocation provided. Please contact the service provider for any additional information required to respond to this question.</p> <p>After doing so, you may disregard the remaining questions in this document. You may be contacted in a separate communication regarding your responses to these questions.</p>	<p>N/A. Proceed to Q6.</p>
5	<p>An applicant may install Excess Fiber Strands that will not be lit within the same funding year as the funding request if: (i) the strands are installed exclusively for the applicant's future bandwidth needs; and (ii) the strands will remain dormant until lit for the applicant's exclusive future use. The cost of such Excess Fiber Strands must be allocated out of the relevant special construction FRN. Remaining special construction charges do not have to be cost-allocated.</p> <p>Because the above-referenced cost-allocation was not included in your funding request, the amount of the funding request will need to be adjusted. Please provide the information requested by Questions 5(a)-(c). If you do not have the information requested in Questions 5(a)-(c), contact the service provider to obtain it.</p>	<p>N/A. Proceed to Q6.</p>

	After providing the requested information, you may disregard the remaining questions in this document. You may be contacted in a separate communication regarding your responses to these questions.	
5(a)	Please provide the specific cost of the Excess Fiber Strands that: (i) will not be lit this funding year; (ii) are being installed for the applicant's exclusive future use; and (iii) will remain dormant until lit for the applicant.	N/A. Proceed to Q6.
5(b)	Please provide the documentation identifying the cost of the Excess Fiber Strands stated in response to Question 5(a).	N/A. Proceed to Q6.
5(c)	If your documentation does not delineate the cost of the Excess Fiber Strands, please provide the tangible basis for the cost identified in response to Question 5(a) above.	N/A. Proceed to Q6.
6	<p>You have stated that Excess Fiber Strands will be installed as part of your project. You have also indicated that the Excess Fiber Strands will not be installed for the exclusive future use of the applicant</p> <p>Will the Excess Fiber Strands be installed as part of the special construction project <u>solely</u> because using a cable with a higher strand count than what will be lit for the applicant's use within this funding year has been deemed to be more cost effective than installing just the number of strands that will be lit for the applicant's use within this funding year?</p> <p>If yes, proceed to Question 6(a). If no, proceed to Question 7.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6(a)	<p>Please provide an explanation and documents demonstrating that the higher strand solution, resulting in the installation of the Excess Fiber Strands, is the most cost effective option. Please be as specific as possible. For example, if the applicant seeks to light 6 strands for its use this year, but a 12-strand cable was deemed more cost-effective, provide a breakdown of the relative costs of installing 6-strands vs. 12-strands, and provide supporting documentation.</p> <p>Proceed to Question 6(b).</p>	N/A. Proceed to Q7.
6(b)	Will all of the Excess Fiber Strands remain dormant (dark) unless lit for the applicant's exclusive use during a future funding year (i.e., no other party will use the Excess Fiber Strands until used exclusively by the applicant in the future)?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A. Proceed to Q7.

	<p>If yes, you may disregard the remaining questions in this document. You may be contacted in a separate communication regarding your responses to these questions.</p> <p>If no, proceed to Question 7.</p> <p>Note: Please answer Question 6(b) irrespective of whether the Excess Fiber Strands: (a) would be lit this funding year or a future year by the applicant or any entity other than the applicant; (b) have been cost-allocated out of the funding request; or (c) were not included in the one-time charges quoted to the applicant for the special construction project and stated in the FRN.</p>	
7	<p>You have indicated that Excess Fiber Strands will be installed as part of your project. You have also indicated that either:</p> <ul style="list-style-type: none"> ▪ The Excess Fiber Strands will not be installed for the applicant's exclusive future use; ▪ The Excess Fiber Strands will be installed for the applicant's exclusive future use, but will not remain dormant (dark) until the fiber is used by the applicant in a future year; ▪ The Excess Fiber Strands will not be installed solely because installation of a higher strand count than what will be lit for the applicant's use this funding year has been deemed to be the most cost-effective option; or ▪ The Excess Fiber Strands will be installed solely because installation of a higher strand count than what will be lit for the applicant's use this funding year has been deemed to be the most cost-effective option, but the Excess Fiber Strands will not remain dormant (dark) until they are used by the applicant in a future year. <p>Please provide the information requested by Questions 7(a)-(d).</p> <p>Note: Answers to these questions are required irrespective of whether the Excess Fiber Strands: (a) would be lit this funding year or a future year; (b) have been cost-allocated out of the funding request; or (c) were not included in the one-time charges quoted to the applicant for the special construction project and stated in the FRN.</p>	<p>No Response Necessary. Proceed to Q7(a).</p>
7(a)	<p>What other party is planning to use the Excess Fiber Strands? If multiple parties plan to use the Excess Fiber Strands, please identify all of them.</p>	<p>Some of the excess fiber strands will be used by the City of Kansas City Missouri (see Fiber-Optic Network Cooperative Agreement) for their use.</p>

	7(b)	On what date does the other party plan to start using the Excess Fiber Strands? If multiple parties plan to use the Excess Fiber Strands, please identify the dates that each party plans to start using them.	7 / 1 / 2016
	7(c)	Is the applicant receiving any compensation in exchange for the planned use of the Excess Fiber Strands by another party (e.g., is the applicant being paid a fee, receiving a gift, receiving services/products in trade, or otherwise being compensated for use of the Excess Fiber Strands)? If so, please describe the compensation that the applicant will receive.	Park Hill School District is NOT receiving any financial compensation in exchange for the use of excess fiber strands. However, Park Hill School District is providing fiber strands to the City of Kansas City, Missouri in exchange for things such as the use of existing spare duct and for the locate services for the entire network.
	7(d)	Please provide any contracts or other documents pertaining to the information provided in response to Questions 7(a)-(c). If you do not know the answers to one or more of the questions above, please contact the service provider to obtain them. Proceed to Question 8.	see Fiber-Optic Network Cooperative Agreement
8		Please provide the specific cost of installing the Excess Fiber Strands for use by another party as described in Question 7. Your response should include the both costs of the Excess Fiber Strands themselves and any additional special construction charges incurred due to the addition of the Excess Fiber Strands to the build (i.e., beyond what would be necessary if only the fiber strands that will be lit for the applicant's use within this funding year were installed).	The agreement with the City of Kansas City, Missouri in fact decreases the cost of special construction by providing the exclusive use of existing spare duct to Park Hill School District. Some additional strands were required in order to provide the City of Kansas City, Missouri with sufficient strands for their use. However, many segments were already designed with a sufficient number of excess strands using typical fiber count cables. For this reason, a specific cost is difficult to determine. However, we estimate a savings in special construction of (\$ 125,067.20) (see Section 8 notes attachment) and an additional estimated cost of excess fiber to be \$ 19,163.30 for an overall estimated savings to the project of \$105,903.94.
	8(a)	Please provide the documentation substantiating the costs identified in response to Question 8. If you do not have such documents, please contact the service provider. Then proceed to Question 9.	see Section 8 notes attachment
	8(b)	If you are unable to provide the documentation requested by Question 8(a), please explain the tangible basis for the costs you have identified in response to Question 8. Then proceed to Question 9.	see Section 8 notes attachment
9		Have the costs that you identified in response to Question 8 been identified in your special construction FRN as ineligible costs allocated out of the funding request?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Eligibility of Products and Services – Self-Provisioned Networks

Attachment 1

Fiber-Optic Network Cooperative Agreement

FIBER-OPTIC NETWORK
COOPERATIVE AGREEMENT

THIS FIBER-OPTIC NETWORK COOPERATIVE AGREEMENT (this “Agreement”) is made and entered into this 13th day of January, 2016 by and between **PARK HILL SCHOOL DISTRICT**, a Missouri public school district (“PHSD”) and **CITY OF KANSAS CITY, MISSOURI**, a Missouri municipal corporation (“City”).

RECITALS

WHEREAS, the City owns and maintains a system of underground conduits, including any ducts, hand holes, and related and associated facilities and equipment, as more particularly set forth on **Exhibit A** attached hereto and incorporated herein (as may be expanded and enhanced from time to time as set forth herein, the “City Conduit”).

WHEREAS, PHSD desires to hire a contractor (together with other third-party consultants and sub-contractors, “Contractor”) to install fiber optic lines and related and associated facilities and equipment, as more particularly set forth on **Exhibit B** attached hereto and incorporated herein (as may be expanded and enhanced from time to time as set forth herein, the “Fiber-Optic Network”) within the City Conduit as well as in additional conduit to be installed by Contractor and owned by PHSD (the “PHSD Conduit” and, together with the City Conduit, the “Conduit System”) for the purpose of providing certain telecommunications, video and/or internet services to support its operations.

WHEREAS, PHSD has proposed that Contractor be allowed to install portions of the Fiber-Optic Network within the City Conduit and for PHSD or its third party contractor to maintain, operate, and repair the Fiber-Optic Network within the City Conduit in accordance with the terms hereof in exchange for providing the City with certain fiber-optic capacity and for other consideration as set forth herein and the City is agreeable to PHSD’s proposal.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree:

ARTICLE I - LICENSE

Subject to the covenants, terms and conditions of this Agreement, the City hereby grants PHSD and Contractor a license to place, operate, and maintain a fiber optic network in the City Conduit, which network shall reasonably conform to the plans and specifications attached as **Exhibit B** (with such amendments and change orders as are reasonably necessary and appropriate to ensure proper functionality and efficiency of the Fiber-Optic Network), along with any expansion thereof or Temporary Fiber-Optic Network as set forth in Sections 3.5 and 2.4, respectively; provided, however, that the City may share fiber that it is entitled to under ARTICLE IV with such third parties as it may desire and PHSD may share the Fiber-Optic Network with such third parties as it may desire; and provided, further, that prior to granting a license to any third party for any use of the City Conduit, the City must first obtain the written consent of PHSD (such consent not to be unreasonably withheld, conditioned, or delayed). All

work performed by Contractor shall be performed in a workmanlike manner, and upon completion of the work, Contractor shall restore the premises to its original condition. Nothing herein shall be construed or interpreted as creating any relationship of co-tenancy or joint tenancy between Contractor, PHSD, and the City. Except as specifically set forth herein, Contractor, PHSD, and the City shall not be deemed partners, joint venturers, or joint operators of either the Conduit System or the Fiber-Optic Network. Ownership of the PHSD Conduit and of the Fiber-Optic Network, including that portion located in the City Conduit, will remain with PHSD, its heirs, assigns and successors in interest. Ownership of the City Conduit will remain with the City.

ARTICLE II - CONTRACTOR'S INSTALLATION AND MAINTENANCE OF FIBER-OPTIC NETWORK AND CONDUIT SYSTEM

2.1. No Fees. Except as expressly stated herein, the City will not levy any fees, charges, or assessments with respect to the installation, maintenance, and use of a portion of the Fiber-Optic Network within the City Conduit and PHSD will not charge any fees to the City with respect to the fiber-optic capacity being made available to the City pursuant to ARTICLE IV.

2.2. Installation, Maintenance, and Repair. Contractor shall install the PHSD Conduit and Fiber-Optic Network. PHSD or its third party contractor shall maintain and repair the Conduit System and Fiber-Optic Network and keep the same in good order, repair, and condition in compliance with all applicable present and future laws and codes and in accordance with the requirements set forth in Exhibit C. PHSD shall not expend an amount in excess of \$15,000 plus the CPI Adjustment in any PHSD fiscal year for expenditures arising as a result of compliance with this Section 2.2 with respect to maintenance and repair. In any PHSD fiscal year in which PHSD has determined that it has spent approximately \$10,000 as a result of compliance with this Section 2.2, the parties at PHSD's request shall meet for the purpose of negotiating the possibility of a written amendment to this Section. Following such negotiations, the parties reserve the right to amend in writing this Section 2.2 by mutual agreement. The "CPI Adjustment" is an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers for the Kansas City, Mo.-Kan. Metropolitan area (2015 average = 100) published by the U.S. Department of Labor, Bureau of Labor Statistics, multiplied by \$15,000.

(a) Contractor shall install the PHSD Conduit and Fiber-Optic Network in substantial accordance with Exhibit B.

(b) Contractor shall coordinate its installation operations with the City.

(c) Within ninety (90) days of completion of the work described in the Installation Contract (as defined in Section 7.16), Contractor shall provide the City with layout drawings of all hand holes located in the Conduit System.

(d) Anything to the contrary herein notwithstanding, PHSD, Contractor, and other PHSD authorized personnel shall have reasonable access to the City Conduit at all times; that is, twenty-four (24) hours per day, seven (7) days per week, in order to install, maintain, repair or replace the Fiber-Optic Network and to maintain the City Conduit; provided, however,

that PHSD shall in no way restrict or interfere with the City's access to the City Conduit and its facilities located therein.

2.3. Permits. Except as set forth in Section 3.4, Contractor shall be responsible for obtaining from appropriate public and private authorities any required permits, licenses or approvals to install, place, and operate the PHSD Conduit and Fiber-Optic Network. The City shall not charge PHSD or Contractor for encroachment fees or for any such permits, licenses, or approvals required by the City or any of its departments and the City shall reasonably cooperate with Contractor's efforts to obtain such permits, licenses, and approvals.

2.4. Temporary Fiber-Optic Network. Contractor shall install all of the Fiber-Optic Network within the Conduit System; provided, however, that in the event of damage to the Fiber-Optic Network and/or a failure of the Fiber-Optic Network to continue to perform to the standards established through testing upon installation, PHSD or its third-party contractor may install Fiber-Optic Network above ground (not installed in the Conduit System), either suspended from structures or placed upon the surface of the ground whether or not in conduit, for a period not to exceed seven (7) days without the express written consent of the City for the purpose of restoring telecommunications service to post-installation test levels pending repair or replacement of Fiber-Optic Network located in the City Conduit ("Temporary Fiber-Optic Network").

(a) Such Temporary Fiber-Optic Network shall be no more extensive in scope than reasonably necessary to restore Fiber-Optic Network operations to the level of performance determined through testing upon completion of installation.

(b) Such Temporary Fiber-Optic Network shall be removed within seven (7) business days of the date on which it is installed, unless the City reasonably approves keeping it in place for a longer period. The City shall not unreasonably deny, withhold, or condition any request of PHSD or its third-party contractor to extend the period during which such temporary facilities are in place.

ARTICLE III - CITY RESPONSIBILITIES

3.1. Notification. As soon as practicable after completing any operations on the City Conduit, the City shall notify PHSD (and Contractor, if prior to completion of the Installation Contract work) of the sections of the City Conduit which such operations concerned and/or affected. The City shall as soon as practicable notify PHSD (and Contractor, if prior to completion of the Installation Contract work) if the Fiber-Optic Network is affected by the City's operations, or upon discovering that the Fiber-Optic Network has been affected by any other party's authorized or unauthorized operations. In addition, the City agrees to promptly advise PHSD (and Contractor, if prior to completion of the Installation Contract work) of: (1) its receipt of any reports of breaks in conduit in which the Fiber-Optic Network has been installed, and of any breaks or leaks in any water, irrigation, storm sewer or sanitary sewerage facilities located in or adjoining conduits in which the Fiber-Optic Network has been installed; and (2) any repairs to existing roadway in the Conduit System area and any new projects contemplated in Section 3.5 hereof, along with any available plans and specifications for such projects.

3.2. Access. In accordance with the terms of this Agreement, the City shall allow: (1) PHSD and Contractor sufficient access to the City Conduit in order for Contractor to install the Fiber-Optic Network; and (2) PHSD or its third party contractor sufficient access to the City Conduit to operate, maintain, and repair the Fiber-Optic Network and City Conduit.

3.3. Locate Responsibilities. The City shall have all responsibilities to mark and locate the Conduit System lines and facilities in connection with utility contractors and other third party requests, including, without limitation, being responsible for all Missouri One Call System requests (including interfacing with Missouri One Call System for all locate requests, and reviewing tickets and responding to normal and emergency on-site meetings within the guidelines established by the Missouri One Call System), subject to the appropriation of funds. The City shall not expend an amount in excess of \$15,000 plus the CPI Adjustment (as defined in Section 2.2) in any City fiscal year for expenditures arising as a result of compliance with this Section 3.3. In any City fiscal year in which the City has determined that it has spent approximately \$10,000 as a result of compliance with this Section 3.3, the parties at the City's request shall meet for the purpose of negotiating the possibility of a written amendment to such Section. Following such negotiations, the parties reserve the right to amend in writing this Section 3.3 by mutual agreement.

3.4. Permits. The City is responsible for securing all permits that may be required for installation of the Fiber-Optic Network and Conduit System (including extensions thereof as contemplated in Section 3.5) along Missouri Department of Transportation right of way.

3.5. Conduit System Relocation and Expansion. The City shall install conduit and related and associated facilities and equipment for all future road improvement projects that require relocation of portions of the Conduit System. In addition, the City shall use best efforts to negotiate the placement of conduit and related and associated facilities and equipment in connection with Missouri Department of Transportation road widening projects or other outside plant and construction work in the vicinity of the Conduit System. PHSD shall be responsible for: (1) moving such affected portions of the Fiber-Optic Network in connection with any such relocation of portions of the Conduit System; and (2) installing and maintaining new fiber optic lines and related and associated facilities and equipment in connection with any expansion of the Conduit System.

3.6. Existing City Fiber. The City shall use best efforts to provide PHSD with a minimum of twelve (12) strands of single mode fiber from its existing fiber located in City Conduit ("City Fiber") from Waukomis and Englewood to 1102 Grand. If there is insufficient capacity to provide PHSD with such fiber as of the Effective Date (hereafter defined), the City shall provide PHSD with a minimum of four (4) strands as of the Effective Date and shall use best efforts to provide the remaining capacity as new and expanded infrastructure allows.

3.7. City Fiber Maintenance. The City shall maintain and repair the City Fiber and keep the same in good order, repair, and condition in compliance with all applicable present and future laws and codes and in accordance with the requirements set forth in Exhibit C.

ARTICLE IV - CONSIDERATION

In addition to the other good and valuable consideration set forth herein, PHSD shall provide the City with the following in exchange for the City allowing PHSD to use the City Conduit for the Fiber-Optic Network free of charge:

(a) Seventy-two (72) single mode fiber strands along Waukomis/Green Hills (from Englewood to the north limit of the Fiber-Optic Network) and along Barry Road (from Congress to Ambassador, if such reroute is utilized). Contractor shall provide three (3) break-outs to the City provided that the City provides PHSD with the locations for such break-outs prior to PHSD publishing its bid request for installation of the Fiber-Optic Network. If the City requires additional break-outs, PHSD shall contract with Contractor or other third party contractor (any such other third party contractor to be mutually agreed-upon between PHSD and the City) to provide the same to the City at a time and materials cost to the City; provided, however, that if the City has materials reasonably acceptable to PHSD which can be used in connection with the installation of such additional break-outs, PHSD and the City shall use best efforts to hire a responsible contractor willing to use such City materials in an effort to lower materials costs for the City.

(b) One (1) 12-ct single mode fiber buffer tube throughout the remainder of the Fiber-Optic Network. Contractor shall provide five (5) break-outs to the City provided that the City provides PHSD with the locations for such break-outs prior to PHSD publishing its bid request for installation of the Fiber-Optic Network. If the City requires additional break-outs, PHSD shall contract with Contractor or other third party contractor (any such other third party contractor to be mutually agreed-upon between PHSD and the City) to provide the same to the City at a time and materials cost to the City; provided, however, that if the City has materials reasonably acceptable to PHSD which can be used in connection with the installation of such additional break-outs, PHSD and the City shall use best efforts to hire a responsible contractor willing to use such City materials in an effort to lower materials costs for the City.

ARTICLE V - LIMITATIONS ON LIABILITY

5.1. Damage to System. No party to this Agreement shall assume any liability for the acts or omissions of any other party to this Agreement, its officers or employees.

5.2. PHSD may Insure. PHSD shall be responsible, in its sole discretion, for insuring the Fiber-Optic Network and PHSD Conduit.

5.3. Third Parties. This Agreement does not provide and is not intended to provide third parties with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

ARTICLE VI - TERM; TERMINATION, DEFAULT

6.1. Term. This Agreement and the license granted hereby shall continue in effect for a period of twenty (20) years from the earlier of: (i) January 15, 2016 or (ii) the date upon which Contactor first accesses the City Conduit (such earlier date, the "Effective Date"), unless sooner terminated pursuant to the provisions hereof.

6.2. Renewal. This Agreement shall be automatically renewed for successive five (5) year periods under its existing terms and conditions unless either party provides written notice to the other party not later than twenty-four (24) months prior to the applicable termination date notifying such other party of its desire not to renew this Agreement.

6.3. Removal of Facilities. In the event that this Agreement is not renewed in accordance with Section 6.2 or if this Agreement is terminated in accordance with Section 6.4, then PHSD shall cause its Fiber-Optic Network to be removed from the City Conduit within ninety (90) days after the end of the term then in effect.

6.4. Default. Either party may terminate this Agreement prior to expiration of the initial or any extension term upon the occurrence of any default by the other party hereunder, which default remains uncured for a period of ninety (90) days after written notice to the defaulting party, unless the defaulting party has commenced the steps necessary to cure the default, has diligently pursued such cure, and continues to diligently pursue such cure in good faith.

ARTICLE VII - MISCELLANEOUS

7.1. Fiber-Optic Network Not Fixtures. The Fiber-Optic Network is not, will not and shall not be considered fixtures, but rather is personalty of PHSD and remains under the ownership and control of PHSD. Ownership of the City Conduit and of City Fiber will remain with the City.

7.2. Time of the Essence; Computation of Time. Time is of the essence of each and every provision of this Agreement. Whenever the last day for the exercise of any privilege or the discharge of any duty under this Agreement shall fall upon Saturday, Sunday or any legal holiday, the party having such privilege or duty shall have until 5:00 p.m. local time on the next succeeding business day to exercise such privilege or discharge such duty.

7.3. Good Faith; Further Assurances. The parties hereto shall in good faith undertake to perform their obligations under this Agreement. The parties hereto shall do all such things and execute and deliver any and all documents necessary or appropriate to carry out the intent of this Agreement.

7.4. Captions and Headings. The captions and headings in this Agreement are for convenience only and in no way define, limit or affect the scope or intent of any provisions, sections or articles of this Agreement.

7.5. Governing Law. This Agreement shall be governed by the laws of the State of Missouri. If any dispute should arise between the parties, any action to resolve such dispute shall be brought and tried in the state courts of Missouri or federal courts situated in Missouri.

7.6. Authority. Each of the parties hereto and its representative executing this Agreement on its behalf represents that its representative has the full power and authority required of it to execute this Agreement.

7.7. Binding on Heirs, Assigns. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

7.8. Survival. All obligations which by their nature continue beyond the term of this Agreement shall survive the termination of this Agreement.

7.9. No Waiver. If either PHSD or the City fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

7.10. Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision.

7.11. Force Majeure. A party shall be excused from any performance which is prevented by acts or events beyond the party's reasonable control including, but not limited to: severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive or administrative authorities (but performance by the City shall not be excused by reason of acts of the City as a municipality).

7.12. Future Outside Plant and Construction Work. A party to this Agreement will inform the other party of any future outside plant or construction work of which the party becomes aware that is related to the subject matter of this Agreement and that such party believes may be of mutual benefit to both parties. Each party will negotiate for the other party for outside plant or construction work in circumstances applicable to the subject matter of this Agreement.

7.13. Notices. All notices, requests, demands, directions and other communications (collectively "notices") required or permitted by this Agreement to be given in writing shall be transmitted by first class mail, registered or certified mail, return receipt requested, postage prepaid; overnight courier service; telex or facsimile:

If to the City:

City of Kansas City
Director of Public Works
414 East 12th St., 20th Floor
Kansas City, MO 64106
Telephone: (816) 513-6590
Facsimile: (816) 513-2615

If to PHSD:

Park Hill School District
7703 NW Barry Road
Kansas City, MO 64153
Attention: Manager of Network & Infrastructure
Telephone: (816) 359-5000

Facsimile: (816) 359-5001

If to Contractor:

Pursuant to the Installation Contract (as defined in Section 7.16).

Any notice properly given shall be effective upon receipt.

7.14. Integration. This Agreement supersedes and takes precedence over any and all other agreements and understandings, whether oral or written, between the City and PHSD with respect to the subject matter hereof. This Agreement reflects the entire mutual understanding of the City and PHSD and shall not be amended except in writing signed by both parties, except that: (i) either party may amend Section 7.13 hereof to change the address to which notices required or permitted under this Agreement are to be transmitted; and (ii) the City may amend **Exhibit A** hereto to keep the map of the City Conduit current, pursuant to Section 3.5 hereof; all by giving written notice of such change as provided at Section 7.13.

7.15. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

7.16. Condition Precedent; Termination. The terms, covenants, and agreements set forth in this Agreement are conditioned upon PHSD and Contractor executing and delivering an installation agreement (the "Installation Contract") requiring Contractor to perform such obligations of Contractor as are contained in this Agreement. If the Installation Contract is terminated by PHSD or Contractor pursuant to the terms thereof prior to completion of the work described in the Installation Contract, then PHSD and the City shall have the right to immediately terminate this Agreement.

[Remainder of Page Intentionally Left Blank – Signature Page(s) to Follow]

IN WITNESS WHEREOF, the City and PHSD hereto have executed this Fiber-Optic Network Cooperative Agreement as of the date first above written.

PARK HILL SCHOOL DISTRICT,
a Missouri public school district

Jeanette Cowherd
Superintendent

CITY OF KANSAS CITY,
a Missouri municipal corporation

Troy Schulte
City Manager

Approved as to form:

Alan Holtkamp
Assistant City Attorney

Attachment 2

Section 8 Notes

Section 8 Notes

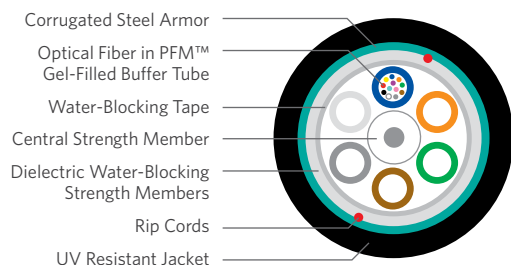
KCMO Spare Conduit	17,156 LF	<i>Estimated length of spare conduit provided for PHSD use</i>
2" HDPE Conduit installed	x <u>- \$7.29 USD/LF</u>	<i>See Lan-Tel Unit Costs bid response (Attachment 5)</i>
Total Value	<u>- \$125,067.24 USD</u>	<i>Estimated special construction savings</i>
288 Count Fiber	\$2.15 USD/LF	<i>See attached fiber quote (Attachment 4)</i>
216 Count Fiber	- <u>\$1.63 USD/LF</u>	<i>See attached fiber quote (Attachment 4)</i>
Increase	<u>\$0.52 USD/LF</u>	
Increased Length	x <u>11,873 LF</u>	<i>Estimated length of 288 Fiber in project</i>
Total 288 Increase	<u>\$6,173.96 USD</u>	
192 Count Fiber	\$1.50 USD/LF	<i>See attached fiber quote (Attachment 4)</i>
96 Count Fiber	- <u>\$0.87 USD/LF</u>	<i>See attached fiber quote (Attachment 4)</i>
Total Increase	<u>\$0.63 USD/LF</u>	
Increased Length	x <u>20,618 LF</u>	<i>Estimated length of 192 Fiber in project</i>
Total 192 Increase	<u>\$12,989.34 USD</u>	
Total 288 Increase	\$6,173.96 USD	
Total 192 Increase	+ <u>\$12,989.34 USD</u>	
Total Increase for KCMO	<u>\$19,163.30 USD</u>	<i>Estimated total cost of fiber for KCMO use (Cost allocated as ineligible)</i>
KCMO Conduit Savings	- \$125,067.24 USD	
Increased Strands for KCMO	+ <u>\$19,163.30 USD</u>	
	<u>- \$105,903.94 USD</u>	<i>Estimated total project savings</i>

Attachment 3

Superior Essex OSP Cable Specification Sheet

Loose Tube Single Jacket Single Armor

Series 12



PRODUCT DESCRIPTION

Loose tube cables are the product of choice as the backbone in Outside Plant (OSP) environments. The durable loose tube design offers reliable transmission performance over a broad temperature range. Optical fibers are placed inside filled buffer tubes containing PFM™ gel. The core is constructed by stranding the buffer tubes around a central member using a reverse oscillating lay (ROL). The core is wrapped with flexible strength members covered with a water-blocking tape. A corrugated steel armor is applied and then encased with a black jacket. Rip cords are included under the armor for ease of entry.

APPLICATIONS

- Direct bury, underground duct and lashed aerial
- Trunk, distribution and feeder cable
- Local loop, metro, long-haul and broadband network

SPECIFICATIONS

Fiber Count Available in 2-fiber up to 288-fiber

Standards Compliance Telcordia® GR-20-CORE
RDUP PE-90 Designation MLT
ICEA S-87-640-2011
RoHS-compliant

Telcordia is a registered trademark of Ericsson Inc.

ENVIRONMENTAL SPECIFICATIONS

Operation/Storage -40°C to +70°C

Installation -30°C to +70°C

PART NUMBER KEY

1	2	—	—	—	x	x	0	y
1	2	3	4	5	6	7	8	9
Product family	Fiber count (002-288)				Fiber type	Internal designator	Water block/ marking (1-8)	

Contact Customer Service for availability of non-standard offerings.

FEATURES

- Available with up to 288-fiber
- Multiple fiber types including hybrids
- Dry (SAP) core standard
- Standard tube size for all fiber counts
- Corrugated steel armor
- PFM gel

BENEFITS

- High fiber density
- Multiple network applications
- Reduces cable prep and installation time
- Reduces the number of tools required
- Improves compressive strength and rodent protection
- Non-sticky gel speeds fiber access and clean-up

PART NUMBERS AND PHYSICAL CHARACTERISTICS

Part Number ¹	Fiber Count	Nominal Diameter in (mm)	Approx. Weight lbs/kft (kg/km)	Maximum Tensile Loading		Minimum Bend Radius	
				Install lbs (N)	Long Term lbs (N)	Install in (mm)	Long Term in (mm)
12006xx0y	6	0.46 (11.7)	84 (125)	600 (2,700)	200 (890)	9.2 (234)	4.6 (117)
12012xx0y	12	0.46 (11.7)	84 (125)	600 (2,700)	200 (890)	9.2 (234)	4.6 (117)
12018xx0y	18	0.46 (11.7)	84 (125)	600 (2,700)	200 (890)	9.2 (234)	4.6 (117)
12024xx0y	24	0.46 (11.7)	84 (125)	600 (2,700)	200 (890)	9.2 (234)	4.6 (117)
12036xx0y	36	0.46 (11.7)	84 (125)	600 (2,700)	200 (890)	9.2 (234)	4.6 (117)
12048xx0y	48	0.46 (11.7)	84 (125)	600 (2,700)	200 (890)	9.2 (234)	4.6 (117)
12072xx0y	72	0.49 (12.3)	100 (149)	600 (2,700)	200 (890)	9.8 (246)	4.9 (123)
12096xx0y	96	0.56 (14.3)	125 (186)	600 (2,700)	200 (890)	11.2 (286)	5.6 (143)
12144xx0y	144	0.69 (17.6)	182 (271)	600 (2,700)	200 (890)	13.8 (352)	6.9 (176)
12192xx0y	192	0.69 (17.6)	177 (264)	600 (2,700)	200 (890)	13.8 (352)	6.9 (176)
12216xx0y	216	0.69 (17.6)	177 (264)	600 (2,700)	200 (890)	13.8 (352)	6.9 (176)
12288xx0y	288	0.80 (20.3)	228 (340)	600 (2,700)	200 (890)	16.0 (406)	8.0 (203)

FIBER TYPES:

SINGLE MODE

HYBRID

MULTIMODE

	Reduced Water Peak	Zero Water Peak	TeraFlex® Bend Resistant					Hybrid	TeraFlex Bend Resistant Laser Optimized 50/125			
			G.657.A1	G.657.A2	G.657.B3	NZDS	LEAF		TeraGain® 62.5/125	10G/150	10G/300	10G/550
¹ For ≤ 36 fibers replace "xx" with:	3T	2T	KT	JT	LT	8T	ST	H_	6G	MG	NG	PG
¹ For > 36 fibers replace "xx" with:	31	21	K1	J1	L1	81	S1					

See "Optical Fiber Specifications" in the "Technical Information" section for detailed fiber type specifications.

WATER BLOCK AND JACKET PRINT CODES

	Dry core		Dry core special	
	Feet	Meters	Feet	Meters
¹ Replace "y" with:	1	2	5	6

Attachment 4

Per-foot Quotation for Superior Essex OSP cables listed on Attachment 3 from Anixter

**QUOTATION**Subject to attached terms, available at anixter.com/termsandconditions

Date: 4/18/2017
Quote #: 01366
Customer #: 070131

PARK HILL SCHOOL DISTRICT

Anixter Inc.
Corporate Headquarters
2301 Patriot Blvd.
Glenview, IL 60026

Phone:
Fax:

Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
01	1	N/S SUPERIOR E 12006310Y 12006310Y	MF	287.30	\$0.29
02	1	N/S SUPERIOR E 12012310Y 12012310Y	MF	325.65	\$0.33
03	1	N/S SUPERIOR E 12018310Y 12018310Y	MF	363.85	\$0.36
04	1	N/S SUPERIOR E 12024310Y 12024310Y	MF	401.90	\$0.40
05	1	N/S SUPERIOR E 12036310Y 12036310Y	MF	505.50	\$0.51
06	1	N/S SUPERIOR E 12048310Y 12048310Y	MF	502.00	\$0.50

Page Total: \$2.39**Quote Total: \$10.47**

TERMS NET30, subject to credit approval
F.O.B. SHIP.PT., PREPAID

SHIPMENT:**NOTES:******Call to learn about special financing and lease-to-own options on orders over \$10,000.**

Please refer all inquiries to:
KAYLA OLDHAM

ANIXTER KANSAS CITY
11314 WEST 80TH STREET

Phone:
Fax:

LENEXA, KS 66214-3307

COMMENTS:

**QUOTATION**Subject to attached terms, available at anixter.com/termsandconditions

Date: 4/18/2017
Quote #: 01366
Customer #: 070131

PARK HILL SCHOOL DISTRICT

Anixter Inc.
Corporate Headquarters
2301 Patriot Blvd.
Glenview, IL 60026

Phone:

Fax:

Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
07	1	N/S SUPERIOR E 12072310Y 12072310Y	MF	665.00	\$0.67
08	1	N/S SUPERIOR E 12096310Y 12096310Y	MF	869.00	\$0.87
09	1	N/S SUPERIOR E 12144310Y 12144310Y	MF	1264.00	\$1.26
10	1	N/S SUPERIOR E 12192310Y 12192310Y	MF	1500.15	\$1.50
11	1	N/S SUPERIOR E 12216310Y 12216310Y	MF	1630.40	\$1.63
12	1	N/S SUPERIOR E 12288310Y 12288310Y	MF	2150.00	\$2.15

Page Total: \$8.08**TERMS** NET30, subject to credit approval**Quote Total: \$10.47****F.O.B.** SHIP.PT., PREPAID**SHIPMENT:****NOTES:******Call to learn about special financing and lease-to-own options on orders over \$10,000.**

Please refer all inquiries to:

KAYLA OLDHAM

ANIXTER KANSAS CITY
11314 WEST 80TH STREET

Phone:

Fax:

LENEXA, KS 66214-3307

COMMENTS:

Eligibility of Products and Services – Self-Provisioned Networks

Attachment 5

Unit Cost Schedule from Lan-Tel Communications (Awarded Contractor)

VIII. UNIT COSTS

Changes in the quantities from the quantities indicated by the Contract Documents or extensions of the work, will be adjusted by increasing or decreasing in quantities and by applying the corresponding unit prices. Prices shall include all necessary labor, materials, tools, equipment and incidental work.

If the final quantities indicated by the Contract Documents and Drawings of the base bid are revised due to field adjustments, contractor will accept additions to, deductions or deletions from the sum of base bid price based on the unit prices presented in the following Schedule:

No.	Item	Unit	Cost
1	288-Count Fiber Armored Loose tube Installed	LF	2.95
2	192-Count Fiber Armored Loose tube Installed	LF	2.34
3	96-Count Fiber Armored Loose tube Installed	LF	1.5
4	48-Count Fiber Tight Buffer Indoor/Outdoor Installed	LF	1.47
5	Type A Handhole 24"x36"x36" Installed	EA	603.10
6	Type B Handhole 30"x48"x36" Installed	EA	872.50
7	Type C Handhole 48"x48"x36" Installed	EA	115.70
8	Replace Pull box lid assembly Installed	EA	1180.14
9	1 Conductor #10 Tracer wire Installed	LF	.27
10	Witness Pole Marker Installed	EA	57
11	1" Plenum Innerduct Installed	LF	3.47
12	1" EMT Installed	LF	3.17
13	2" HDPE Conduit installed	LF	7.29
14	4" HDPE Conduit installed	LF	12.02
15	Exterior 2" GRS Riser Assembly Installed	EA	200.02
16	Exterior 4" GRS Riser Assembly Installed	EA	318.54
17	SMF Fusion Splice	EA	15.26
18	Type 1 Underground Splice Case	EA	538.50
19	Type 2 Underground Splice Case	EA	657.63

III. PERMITS AND FEES

A. MODOT RIGHT OF WAY

Pursuant to City of Kansas City Ordinance No. 150974, the City of Kansas City Missouri will apply for and obtain MoDOT ROW permits on behalf of this project. The contractor shall not be responsible for obtaining such ROW permits.

B. KCMO PERMITS

It will be the responsibility of the contractor to apply for and obtain excavation, street plate and traffic control permits for this project. The fees for permits obtained on KCMO Right of Way will be at no charge to the contractor as the city has waived the fees for this project.

C. RIVERSIDE, MO PERMITS

It will be the responsibility of the contractor to apply for and obtain construction and traffic control permits for this project. The fees for permits obtained in Riverside, MO Right of Way will be at no charge to the contractor as the city has waived the fees for this project.

D. PLATTE COUNTY, MO PERMITS

It will be the responsibility of the contractor to apply for and obtain construction and traffic control permits for this project. The contractor will pay the fees for permits obtained in Platte County, MO for work in the Right of Way. The contractor shall add \$300.00 to their bid amount to compensate for these fees. If the fee's for the Platte County permits exceeds this amount PHSD will pay those additional amounts.

E. WEATHERBY LAKE, MO PERMITS

This project will not require construction in the City of Weatherby Lake, MO. Refer to revised Sheet 44 and 45 of this addendum for details.

IV. UNIT COSTS

Changes in the quantities from the quantities indicated by the Contract Documents or extensions of the work, will be adjusted by increasing or decreasing in quantities and by applying the corresponding unit prices. Prices shall include all necessary labor, materials, tools, equipment and incidental work.

If the final quantities indicated by the Contract Documents and Drawings of the base bid are revised due to field adjustments, contractor will accept additions to, deductions or deletions from the sum of base bid price based on the unit prices presented in the following Schedule:

No.	Item	Unit	Cost
A1	12-Count Fiber Armored Loose tube Installed	LF	1.08
A2	12-Count Fiber Armored Loose tube Not-Installed (Material Only)	LF	.33
A3	24-Count Fiber Tight Buffer Indoor/Outdoor Installed	LF	1.83



PARK HILL SCHOOL DISTRICT
TE1031- OUTSIDE PLANT DARK FIBER
LAN-TEL COMMUNICATION SERVICES INC
SPIN 143024296

CONTRACT SUMMARY

BASE BID	BEN	From Site	BEN	To Site	Description	Cost	Discount ¹
1					Underground Construction	\$ 1,757,519.86	50%
2					Permits and Fees -Kansas City, MO		50%
3					Permits and Fees - Riverside, MO		50%
4					Permits and Fees - Parkville, MO		50%
5					Permits and Fees - Platte County, MO	300.00	50%
6					Permits and Fees - Wetherby Lake, MO	-	50%
7	75346	Site A: Chinn Elementary, 7100 N Chatham Ave, Kansas City, MO 64151	75344	Site K:Plaza Middle School, 6501 NW 72nd St., Kansas City, MO 64151	Fiber from Site A to Site K ²	1,539.95	50%
8	75347	Site B: English Landing ES, 6500 NW Klamme Dr., Kansas City, MO 64151	75344	Site K:Plaza Middle School, 6501 NW 72nd St., Kansas City, MO 64151	Fiber from Site B to Site K ²	2,274.47	50%
9	75352	Site F: Prairie Point Elementary, 8101 NW Belvidere Parkway, Kansas City, MO 64152	75344	Site K:Plaza Middle School, 6501 NW 72nd St., Kansas City, MO 64151	Fiber from Site F to Site K ²	2,963.23	50%
10	75346	Site A: Chinn Elementary, 7100 N Chatham Ave, Kansas City, MO 64151	75350	Site E: Line Creek Elementary, 5801 NE Waukomis Dr., Kansas City, MO 64151	Fiber from Site A to Site E ²	6,206.53	50%
11	75346	Site A: Chinn Elementary, 7100 N Chatham Ave, Kansas City, MO 64151	188341	Site P: Russell Jones Educ Center, 7642 Green Hills Road, Kansas City, MO 64151	Fiber from Site A to Site P ²	3,490.19	50%
12	16070701	Site I: Tiffany Ridge Elementary, 5301 NW Old Tiffany Springs Road, Kansas City, MO 64154	75357	Site G: Renner Elementary, 7401 NW Barry Rd., Kansas City, MO 64152	Fiber from Site I to Site G ²	5,030.46	50%
13	75357	Site G: Renner Elementary, 7401 NW Barry Rd., Kansas City, MO 64152	75358	Site N: Park Hill High School, 7701 NW Barry Road, Kansas City, MO 64153	Fiber from Site G to Site N ²	1,167.05	50%
14	75358	Site N: Park Hill High School, 7701 NW Barry Road, Kansas City, MO 64153	16072696	Site Q: District Office, 7703 NW Barry Road, Kansas City, MO 64153	Fiber from Site N to Site Q ²	524.38	50%
15	16072696	Site Q:District Office, 7703 NW Barry Road, Kansas City, MO 64153	234446	Site D: Hawthorn Elementary, 8200 N Chariton, Kansas City, MO 64152	Fiber from Site Q to Site D ²	3,766.40	50%

PARK HILL SCHOOL DISTRICT
TE1031- OUTSIDE PLANT DARK FIBER
LAN-TEL COMMUNICATION SERVICES INC
SPIN 143024296

CONTRACT SUMMARY

BASE BID	BEN	From Site	BEN	To Site	Description	Cost	Discount ¹
16	234446	Site D: Hawthorn Elementary, 8200 N Chariton, Kansas City, MO 64152	75356	Site J: Union Chapel Elementary, 7100 NW Hampton Road, Kansas City, MO 64152	Fiber from Site D to Site J ²	5,318.27	50%
17	75356	Site J: Union Chapel Elementary, 7100 NW Hampton Road, Kansas City, MO 64152	75355	Site C: Graden Elementary, 8804 NW 45 Highway, Parkville, MO 64152	Fiber from Site J to Site C ²	6,235.86	50%
18	75355	Site C: Graden Elementary, 8804 NW 45 Highway, Parkville, MO 64152	75348	Site M: Lakeview Middle School, 6720 NW 64th St, Kansas City, MO 64151	Fiber from Site C to Site M ²	2,843.10	50%
19	75348	Site M: Lakeview Middle School, 6720 NW 64th St, Kansas City, MO 64151	75347	Site B: English Landing ES, 6500 NW Klammer Dr., Kansas City, MO 64151	Fiber from Site M to Site B ²	571.44	50%
20	75347	Site B: English Landing ES, 6500 NW Klammer Dr., Kansas City, MO 64151	75349	Site H: Southeast Elementary, 5704 NW Northwood, Kansas City, MO 64151	Fiber from Site B to Site H ²	4,101.27	50%
21	75349	Site H: Southeast Elementary, 5704 NW Northwood, Kansas City, MO 64151	75350	Site O: Park Hill South High School, 4500 NW River Park Dr., Riverside, MO 64150	Fiber from Site H to Site O ²	3,634.25	50%
22	188344	Site O: Park Hill South High School, 4500 NW River Park Dr., Riverside, MO 64150	75350	Site E: Line Creek Elementary, 5801 NE Waukomis Dr., Kansas City, MO 64151	Fiber from Site O to Site E ²	5,383.38	50%
23	16072696	Site Q: District Office, 7703 NW Barry Road, Kansas City, MO 64153	188345	Site L: Congress Middle School, 8150 N Congress Ave, Kansas City, MO 64153	Fiber from Site Q to Site L ²	1,731.72	50%
24	188345	Site L: Congress Middle School, 8150 N Congress Ave, Kansas City, MO 64153	17002448	Site R: Gerner Family Educ Center, 8100 N Congress Ave., Kansas City, MO 64153	Fiber from Site L to Site R ²	318.11	50%
25	17002448	Site R: Gerner Family Educ Center, 8100 N Congress Ave., Kansas City, MO 64153	75352	Site F: Prairie Point Elementary, 8101 NW Belvidere Parkway, Kansas City, MO 64152	Fiber from Site R to Site F ²	2,136.53	50%

PARK HILL SCHOOL DISTRICT
TE1031- OUTSIDE PLANT DARK FIBER
LAN-TEL COMMUNICATION SERVICES INC
SPIN 143024296

CONTRACT SUMMARY

BASE BID	BEN	From Site	BEN	To Site	Description	Cost	Discount ¹
26					Fiber- Additional Strands ³	169,671.50	0%
27					Total	\$ 1,986,727.95	
28					Total E-Rate Funding Eligible Costs	\$ 1,817,056.45	
29					Estimated Reimbursement to PHSD	\$ 908,528.23	
30					Total Cost to PHSD after E-rate Reimbursement	\$ 1,078,199.73	

¹PHSD Estimated E-rate funding discount percentage

²Cost of fiber for 12 strands between sites

³Cost of fiber not quantified in Lines 7 through 26

The district removed \$169,671.50 from the project - allocation for additional strands not E-rate eligible.

Additional strands were calculated as follows:		
Total underground construction cost	1,757,519.86	
Permits	300.00	
Less 12 strand fiber specifically allocated to school sites	1,587,602.36	
Excess fiber - additional strands not allocated to school sites	169,617.50	

EXHIBIT 10

Revised Funding Commitment Decision Letter

Funding Year 2016

Contact Information:

Derrick Unruh
PARK HILL SCHOOL DISTRICT
7703 NW BARRY RD
KANSAS CITY, MO 64153
unruhd@parkhill.k12.mo.us

BEN: 137156**Post Commitment Wave:** 50

Totals

Original Commitment Amount	\$934,975.48
Revised Commitment Amount	\$0.00

What is in this letter?

Thank you for submitting your post-commitment request for **Funding Year 2016 Schools and Libraries Program (E-rate) funding**. Attached to this letter, you will find the revised funding statuses and/or post commitment changes to the original Funding Commitment Decision Letter (FCDL) you received. Below are the changes that were made:

- Appeals
- Appeals

The Universal Service Administrative Company (USAC) is providing this information to both the applicant(s) and the service provider(s) so that all parties are aware of the post-commitment changes related to their funding requests and can work together to complete the funding process for these requests.

Next Steps

1. **File the FCC Form 486**, Service Confirmation and Children's Internet Protection Act (CIPA) Certification Form, for any FRNs included in this RFCDL, if you have not already done so. Please review the CIPA requirements and file the form(s).



BEN Name: PARK HILL SCHOOL DISTRICT

BEN: 137156

Post Commitment Wave: 50

- o **If USAC approved funding on an FRN in your original FCDL**, the deadline to submit the FCC Form 486 is 120 days from the date of the original FCDL or from the service start date (whichever is later).
 - o **If a new FRN was created for this RFCDL or funding was not approved on an FRN in your original FCDL but is approved in this RFCDL**, the deadline to submit the FCC Form 486 is 120 days from the date of this RFCDL or from the service start date (whichever is later).
2. **Invoice USAC**, if you or your service provider have not already done so. Work with your service provider(s) to determine if your bills will be discounted or if you will request reimbursement from USAC after paying your bills in full.
- **If you (the applicant) are invoicing USAC:** You must pay your service provider(s) the full cost for the services you receive and file the [FCC Form 472](#), the Billed Entity Applicant Reimbursement (BEAR) Form, to invoice USAC for reimbursement of the discounted amount.
 - **If your service provider(s) is invoicing USAC:** The service provider(s) must provide services, bill the applicant for the non-discounted share, and file the [FCC Form 474](#), the Service Provider Invoice (SPI) form, to invoice USAC for reimbursement for the discounted portion of costs. Every funding year, service providers must file an [FCC Form 473](#), the Service Provider Annual Certification Form, to be able to submit invoices and to receive disbursements.
 - **To receive an invoice deadline extension, the applicant or service provider** must request an extension on or before the last date to invoice. **If you anticipate, for any reason, that invoices cannot be filed on time**, USAC will grant a one-time, 120-day invoice deadline extension if timely requested.

How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 60 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request.

Note: The Federal Communications Commission (FCC) will not accept appeals of USAC decisions that have not first been appealed to USAC. However, if you are seeking a waiver of E-rate program rules, you must submit your request to the FCC and not to USAC. USAC is not able to waive the E-rate program rules.

- **To submit your appeal to USAC**, visit the Appeals section in the [E-rate Productivity Center \(EPC\)](#) and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit USAC's [website](#) for additional information on submitting an appeal to USAC, including step-by-step instructions.
- **To request a waiver of the FCC's rules or appeal USAC's appeal decision**, please submit it to the FCC in proceeding number CC Docket No. 02-6 using the [Electronic Comment Filing System](#) (ECFS). Include your contact information, a statement that your filing is a waiver request,



BEN Name: PARK HILL SCHOOL DISTRICT

BEN: 137156

Post Commitment Wave: 50

identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For appeals to USAC or to the FCC, be sure to keep a copy of your entire appeal, including any correspondence and documentation, and provide a copy to the affected service provider(s).

Obligation to Pay Non-Discount Portion

Applicants are required to pay the non-discount portion of the cost of the eligible products and/or services to their service providers. Service providers are required to bill applicants for the non-discount portion of costs for the eligible products and/or services. The FCC stated that requiring applicants to pay the non-discounted share of costs ensures efficiency and accountability in the program. If using the BEAR invoicing method, the applicant must pay the service provider in full (the non-discount plus discount portion) **before** seeking reimbursement from USAC. If using the SPI invoicing method, the service provider must first bill the applicant **before** invoicing USAC.

Notice on Rules and Funds Availability

The applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program and the FCC's rules. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.



BEN Name: PARK HILL SCHOOL DISTRICT

BEN: 137156

Post Commitment Wave: 50

Revised Funding Commitment Decision Overview

Funding Year 2016

Funding Request Number (FRN)	Service Provider Name	Request Type	Revised Committed	Review Status
1699113115	Lan-Tel Communication Services Inc.	Appeals	\$0.00	Denied
1699144893	Olsson Associates	Appeals	\$0.00	Denied



BEN Name: PARK HILL SCHOOL DISTRICT

BEN: 137156

Post Commitment Wave: 50

Post Commitment Request Number: 89436	Post Commitment Request Type: Appeals	Post Commitment Decision: Denied
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FRN: 1699113115	Service Type: Data Transmission and/or Internet Access	Original Status: Funded	Revised Status: Denied
FCC Form 471: 161049598			

Dollars Committed			
Monthly Cost		One-Time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$0.00
Total Pre-Discount Charges		\$0.00	
Discount Rate		50.00%	
Revised Committed Amount		\$0.00	

Dates	
Service Start Date	7/1/2016
Contract Expiration Date	6/30/2017
Contract Award Date	1/15/2016
Service Delivery Deadline	9/30/2017
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	Lan-Tel Communication Services Inc.
SPIN (498ID)	143024296
Contract Number	PARK TE1031 OP DarkFiber LanTel 1617
Account Number	Park Hill TE1031
Establishing FCC Form 470	160005260

Consultant Information	
Consultant Name	Debi Sovereign
Consultant's Employer	Kellogg & Sovereign Consulting, LLC
CRN	16024809

Revised Funding Commitment Decision Comments:

DR1: The FRN is denied for failure to request competitive bids for both a self-provisioned network and services provided over third party networks, and compare all responsive bids.

Post Commitment Rationale:

During a review of your funding requests it was determined that the self-provisioned network requested was not going to be constructed for the applicant's exclusive use, and per the contract, other third parties, the City of Kansas City, would own and/or use this network. As explained in the Second E-rate Modernization Order, E-rate applicants may request E-rate support for a self-provisioned network (i.e., a network that is constructed for, and thereafter owned,



BEN Name: PARK HILL SCHOOL DISTRICT

BEN: 137156

Post Commitment Wave: 50

maintained, and operated by, the applicant) when self-provisioning a network, or a portion of a network, is the most cost-effective option for the applicant's connectivity needs. Applicants considering requesting E-rate support for a self-provisioned network must request competitive bids for both a self-provisioned network and services provided over third party networks, and compare all responsive bids (see 54 C.F.R. § 54.503(c)(iv)). E-rate applicants may only receive E-rate support for eligible services provided to eligible entities for eligible purposes (see 47 C.F.R. §§ 54.501, 54.502, 54.504(a)(1)(v)). Further, E-rate applicants may not resell services or products purchased with E-rate discounts (see 47 C.F.R. § 54.513(a)). Because of these rules, self-provisioned networks must be completely owned and exclusively used by E-rate eligible entities (which may include E-rate eligible members of an identified Consortium), and cannot be used and/or owned by other ineligible entities. During the appeal, you explained that the portion of the network being used by third party was not paid by USAC. You have not demonstrated on appeal that USAC's determination was incorrect. Accordingly, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant. Consequently, USAC denies your appeal.



BEN Name: PARK HILL SCHOOL DISTRICT

BEN: 137156

Post Commitment Wave: 50

Post Commitment Request Number: 89436	Post Commitment Request Type: Appeals	Post Commitment Decision: Denied
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FRN: 1699144893	Service Type: Data Transmission and/or Internet Access	Original Status: Funded	Revised Status: Denied
FCC Form 471: 161049598			

Dollars Committed			
Monthly Cost		One-Time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$0.00
Total Pre-Discount Charges		\$0.00	
Discount Rate		50.00%	
Revised Committed Amount		\$0.00	

Dates	
Service Start Date	7/1/2016
Contract Expiration Date	6/30/2017
Contract Award Date	1/28/2016
Service Delivery Deadline	9/30/2017
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	Olsson Associates
SPIN (498ID)	143049526
Contract Number	PARK_TE1032-OP DF Pr oject Mgt_Olsson_1617
Account Number	Park Hill Project Mgt
Establishing FCC Form 470	160005260

Consultant Information	
Consultant Name	Debi Sovereign
Consultant's Employer	Kellogg & Sovereign Consulting, LLC
CRN	16024809

Revised Funding Commitment Decision Comments:

DR1: The FRN is denied for failure to request competitive bids for both a self-provisioned network and services provided over third party networks, and compare all responsive bids.

Post Commitment Rationale:

During a review of your funding requests it was determined that the self-provisioned network requested was not going to be constructed for the applicant's exclusive use, and per the contract, other third parties, the City of Kansas City, would own and/or use this network. As explained in the Second E-rate Modernization Order, E-rate applicants may request E-rate support for a self-provisioned network (i.e., a network that is constructed for, and thereafter owned,



BEN Name: PARK HILL SCHOOL DISTRICT

BEN: 137156

Post Commitment Wave: 50

maintained, and operated by, the applicant) when self-provisioning a network, or a portion of a network, is the most cost-effective option for the applicant's connectivity needs. Applicants considering requesting E-rate support for a self-provisioned network must request competitive bids for both a self-provisioned network and services provided over third party networks, and compare all responsive bids (see 54 C.F.R. § 54.503(c)(iv)). E-rate applicants may only receive E-rate support for eligible services provided to eligible entities for eligible purposes (see 47 C.F.R. §§ 54.501, 54.502, 54.504(a)(1)(v)). Further, E-rate applicants may not resell services or products purchased with E-rate discounts (see 47 C.F.R. § 54.513(a)). Because of these rules, self-provisioned networks must be completely owned and exclusively used by E-rate eligible entities (which may include E-rate eligible members of an identified Consortium), and cannot be used and/or owned by other ineligible entities. During the appeal, you explained that the portion of the network being used by third party was not paid by USAC. You have not demonstrated on appeal that USAC's determination was incorrect. Accordingly, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant. Consequently, USAC denies your appeal.

EXHIBIT 11

Revised Funding Commitment Decision Letter

Funding Year 2017

Contact Information:

Derrick Unruh
PARK HILL SCHOOL DISTRICT
7703 NW BARRY RD
KANSAS CITY, MO 64153
unruhd@parkhill.k12.mo.us

BEN: 137156**Post Commitment Wave:** 21

Totals

Original Commitment Amount	\$0.00
Revised Commitment Amount	\$0.00

What is in this letter?

Thank you for submitting your post-commitment request for **Funding Year 2017 Schools and Libraries Program (E-rate) funding**. Attached to this letter, you will find the revised funding statuses and/or post commitment changes to the original Funding Commitment Decision Letter (FCDL) you received. Below are the changes that were made:

- Appeals

The Universal Service Administrative Company (USAC) is providing this information to both the applicant(s) and the service provider(s) so that all parties are aware of the post-commitment changes related to their funding requests and can work together to complete the funding process for these requests.

Next Steps

1. **File the FCC Form 486**, Service Confirmation and Children's Internet Protection Act (CIPA) Certification Form, for any FRNs included in this RFCDL, if you have not already done so. Please review the CIPA requirements and file the form(s).



BEN Name: PARK HILL SCHOOL DISTRICT

BEN: 137156

Post Commitment Wave: 21

- o **If USAC approved funding on an FRN in your original FCDL**, the deadline to submit the FCC Form 486 is 120 days from the date of the original FCDL or from the service start date (whichever is later).
 - o **If a new FRN was created for this RFCDL or funding was not approved on an FRN in your original FCDL but is approved in this RFCDL**, the deadline to submit the FCC Form 486 is 120 days from the date of this RFCDL or from the service start date (whichever is later).
2. **Invoice USAC**, if you or your service provider have not already done so. Work with your service provider(s) to determine if your bills will be discounted or if you will request reimbursement from USAC after paying your bills in full.
- **If you (the applicant) are invoicing USAC:** You must pay your service provider(s) the full cost for the services you receive and file the [FCC Form 472](#), the Billed Entity Applicant Reimbursement (BEAR) Form, to invoice USAC for reimbursement of the discounted amount.
 - **If your service provider(s) is invoicing USAC:** The service provider(s) must provide services, bill the applicant for the non-discounted share, and file the [FCC Form 474](#), the Service Provider Invoice (SPI) form, to invoice USAC for reimbursement for the discounted portion of costs. Every funding year, service providers must file an [FCC Form 473](#), the Service Provider Annual Certification Form, to be able to submit invoices and to receive disbursements.
 - **To receive an invoice deadline extension, the applicant or service provider** must request an extension on or before the last date to invoice. **If you anticipate, for any reason, that invoices cannot be filed on time**, USAC will grant a one-time, 120-day invoice deadline extension if timely requested.

How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 60 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request.

Note: The Federal Communications Commission (FCC) will not accept appeals of USAC decisions that have not first been appealed to USAC. However, if you are seeking a waiver of E-rate program rules, you must submit your request to the FCC and not to USAC. USAC is not able to waive the E-rate program rules.

- **To submit your appeal to USAC**, visit the Appeals section in the [E-rate Productivity Center \(EPC\)](#) and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit USAC's [website](#) for additional information on submitting an appeal to USAC, including step-by-step instructions.
- **To request a waiver of the FCC's rules or appeal USAC's appeal decision**, please submit it to the FCC in proceeding number CC Docket No. 02-6 using the [Electronic Comment Filing System](#) (ECFS). Include your contact information, a statement that your filing is a waiver request,



BEN Name: PARK HILL SCHOOL DISTRICT

BEN: 137156

Post Commitment Wave: 21

identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For appeals to USAC or to the FCC, be sure to keep a copy of your entire appeal, including any correspondence and documentation, and provide a copy to the affected service provider(s).

Obligation to Pay Non-Discount Portion

Applicants are required to pay the non-discount portion of the cost of the eligible products and/or services to their service providers. Service providers are required to bill applicants for the non-discount portion of costs for the eligible products and/or services. The FCC stated that requiring applicants to pay the non-discounted share of costs ensures efficiency and accountability in the program. If using the BEAR invoicing method, the applicant must pay the service provider in full (the non-discount plus discount portion) **before** seeking reimbursement from USAC. If using the SPI invoicing method, the service provider must first bill the applicant **before** invoicing USAC.

Notice on Rules and Funds Availability

The applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program and the FCC's rules. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.



BEN Name: PARK HILL SCHOOL DISTRICT

BEN: 137156

Post Commitment Wave: 21

Revised Funding Commitment Decision Overview

Funding Year 2017

Funding Request Number (FRN)	Service Provider Name	Request Type	Revised Committed	Review Status
1799079471	K&W Underground, Inc.	Appeals	\$0.00	Denied



BEN Name: PARK HILL SCHOOL DISTRICT

BEN: 137156

Post Commitment Wave: 21

Post Commitment Request Number: 89437	Post Commitment Request Type: Appeals	Post Commitment Decision: Denied
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FRN: 1799079471	Service Type: Data Transmission and/or Internet Access	Original Status: Denied	Revised Status: Denied
FCC Form 471: 171035440			

Dollars Committed			
Monthly Cost		One-Time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$149,981.80
Total Pre-Discount Charges		\$149,981.80	
Discount Rate		50.00%	
Revised Committed Amount		\$0.00	

Dates	
Service Start Date	7/1/2017
Contract Expiration Date	9/30/2018
Contract Award Date	4/13/2017
Service Delivery Deadline	6/30/2018
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	K&W Underground, Inc.
SPIN (498ID)	143049538
Contract Number	TE1055 Innovation KW Underground Contract 170413
Account Number	N/A
Establishing FCC Form 470	170064915

Consultant Information	
Consultant Name	Debi Sovereign
Consultant's Employer	Kellogg & Sovereign Consulting, LLC
CRN	16024809

Revised Funding Commitment Decision Comments:

Post Commitment Rationale:

USAC denied your funding request(s) because it was determined that the self-provisioned network requested was not going to be constructed for the applicant's exclusive use, and per the contract, other third parties, the City of Kansas City, would own and/or use this network. As explained in the Second E-rate Modernization Order, E-rate applicants may request E-rate support for a self-provisioned network (i.e., a network that is constructed for, and thereafter owned, maintained, and operated by, the applicant) when self-provisioning a network, or a portion of a network, is the



BEN Name: PARK HILL SCHOOL DISTRICT

BEN: 137156

Post Commitment Wave: 21

most cost-effective option for the applicant's connectivity needs. Applicants considering requesting E-rate support for a self-provisioned network must request competitive bids for both a self-provisioned network and services provided over third party networks, and compare all responsive bids (see 54 C.F.R. § 54.503(c)(iv)). E-rate applicants may only receive E-rate support for eligible services provided to eligible entities for eligible purposes (see 47 C.F.R. §§ 54.501, 54.502, 54.504(a)(1)(v)). Further, E-rate applicants may not resell services or products purchased with E-rate discounts (see 47 C.F.R. § 54.513(a)). Because of these rules, self-provisioned networks must be completely owned and exclusively used by E-rate eligible entities (which may include E-rate eligible members of an identified Consortium), and cannot be used and/or owned by other ineligible entities. During the appeal, you explained that the portion of the network being used by third party was not paid by USAC. You have not demonstrated on appeal that USAC's determination was incorrect. Consequently, USAC denies your appeal.

EXHIBIT 12

COST-ALLOCATION: FIBER EXAMPLES

- **Example 4:** The applicant is an E-rate consortium comprised of schools and municipal entities. It seeks to self-provision a network that will be owned entirely by the schools, but will also be used by the municipal entities.

Result: The cost of all fiber strands used by the municipal entities must be allocated out of the funding request, as well as any additional special construction costs incurred because of the installation of those fiber strands (e.g., any increased labor charges, increased plant costs, 100% of the costs of any laterals built to the municipal entities).

EXHIBIT 13

From: Bernie Manns [<mailto:Bernie.Manns@usac.org>]

Sent: Monday, October 23, 2017 11:58 AM

To: Debi Sovereign <dsovereign@kelloggllc.com>

Subject: Fiber Application Questionnaire – BEN 137156 - FRNs 1699113115 and 1699144893

Debi,

Here is the additional information you requested regarding the intended COMAD for FRNs 1699113115 and 1699144893. My apologies for the delay in getting this over to you.

All fiber and facilities installed as part of a self-provisioned network must be owned by eligible schools/libraries and may not be used by other entities (i.e., resold). There are limited exception per program rules for consortia.

In the reply to the questionnaire, a cooperative agreement between Park Hill School District and the City of Kansas City, Missouri was attached with the responses. The following compliance issues were identified....

1. E-rate applicants may only receive E-rate support for eligible services provided to eligible entities for eligible purposes (*see* 47 C.F.R. §§ 54.501, 54.502, 54.504(a)(1)(v)).
 - a. In the response to the additional requested information it was indicated that capacity being installed with this special construction would not be utilized exclusively by eligible entities. In this case the City of Kansas City, Missouri would be utilizing part of the fiber-optic capacity per the included cooperative agreement.
2. Further, E-rate applicants may not resell services or products purchased with E-rate discounts (*see* 47 C.F.R. § 54.513(a)).
 - a. Per the cooperative agreement Park Hill School District would be allowed to install portions of the E-rate funded infrastructure within the City of Kansas City's conduit in exchange for providing the City with certain fiber optic capacity.

Bernie

From: Bernie Manns

Sent: Tuesday, October 03, 2017 2:16 PM

To: 'Debi Sovereign' <dsovereign@kelloggllc.com>

Subject: RE: Fiber Application Questionnaire – BEN 137156 - FRN 1699113115

Deb,

Yes, I will prepare a summary of this for you.

Bernie

From: Debi Sovereign [<mailto:dsovereign@kelloggllc.com>]

Sent: Tuesday, October 03, 2017 1:55 PM

To: Bernie Manns <Bernie.Manns@usac.org>

Subject: RE: Fiber Application Questionnaire – BEN 137156 - FRN 1699113115

Bernie,

I don't understand why this is being denied.

The applicant did comply with all USAC rules regarding ownership and usage.

Park Hill has been one of the examples USAC used throughout the bidding process for self provisioned networks. We worked closely with Joe Freddosso each step of the way and had multiple experts review each step.

Can you please provide further details regarding this denial so we can appeal.

Thank you,

-Debi

Deborah J. Sovereign, CPA

Owner/CFO

Kellogg & Sovereign Consulting, LLC

office 580.332.1444 x8302 direct 580.559.8302

mobile 580.310.4355

From: Bernie Manns [<mailto:Bernie.Manns@usac.org>]

Sent: Tuesday, October 03, 2017 12:48 PM

To: Debi Sovereign <dsovereign@kelloggllc.com>

Subject: RE: Fiber Application Questionnaire – BEN 137156 - FRN 1699113115

Thank you for your prompt responses to the fiber application questionnaire that was issued by the Universal Service Administrative Company (USAC) on April 14, 2017. USAC has completed its analysis of FRN # 1699113115 filed on behalf of the Billed Entity Number (BEN) referenced above. Based on the information and responses provided, USAC has determined that a commitment adjustment (COMAD) of \$908,528.18 is required due to non-compliance with E-rate program rules regarding the ownership and usage of self-provisioned networks funded by the E-rate program.

As explained in the *Second E-rate Modernization Order*, E-rate applicants may request E-rate support for a self-provisioned network (i.e., a network that is constructed for, and thereafter owned, maintained, and operated by, the applicant) when self-provisioning a network, or a portion of a network, is the most cost-effective option for the applicant's connectivity needs. Applicants considering requesting E-rate support for a self-provisioned network must request competitive bids for both a self-provisioned network and services provided over third party networks, and compare all responsive bids (see 54 C.F.R. § 54.503(c)(iv)). E-rate applicants may only receive E-rate support for eligible services provided to eligible entities for eligible purposes (see 47 C.F.R. §§ 54.501, 54.502, 54.504(a)(1)(v)). Further, E-rate applicants may not resell services or products purchased with E-rate discounts (see 47 C.F.R. § 54.513(a)). Because of these rules, self-provisioned networks must be completely owned and exclusively used by E-rate eligible entities (which may include E-rate eligible members of an identified Consortium), and cannot be used and/or owned by other ineligible entities. During review of this funding request, it was determined that this self-provisioned network was not going to be constructed for the applicant's exclusive use, and that an ineligible third party would own and/or use this network. Therefore, funding for this FRN has been submitted for COMAD.

No further actions are required in regards to FRN # 1699113115 at this time but you will receive further correspondence concerning the adjustment to the funding commitment. Please see the FCDL that you received for this funding commitment for additional information about ongoing obligations applicable to applicants receiving universal service funding. If you have any questions, please let us know.

Regards,

Bernie Manns

Manager of Fiber and Service Applications | Schools and Libraries Division

USAC

(202) 772-5214 (ph)

Bernie.Manns@usac.org | www.usac.org

This message is informal advice based on limited information provided, and not a guarantee of any particular decision or other determination with respect to a future funding request.

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EXHIBIT 14

Self-Provisioned Fiber Networks

- Requirements:
 - Applicants soliciting bids for a self-provisioned network must also seek bids for lit service on the same FCC Form 470, unless the applicant already posted for broadband services for this same funding year and received no bids.
 - Applicants must compare the cost of lit fiber service to the total cost of ownership over the life of the facility for self-provision option.
 - Applicants seeking dark fiber or self-provisioning must upload an RFP in new the FCC Form 470 system.

Guidance on RFPs

- Be as specific as possible to enable a meaningful comparison of lit, dark, and self-provisioned options.
- Include estimated bandwidth sought. Terms such as “as needed” or “district-wide” are not sufficient descriptions of the quantity or capacity of the products and services requested. Applicants may identify a range, such as 100-200 Mbps.
- Include expected growth rate in bandwidth demand over the relevant time period and seek pricing for the increased level of bandwidth over time.

EXHIBIT 15

FY16 Fiber Project

Notes from Phone Conversations with Joe Freddoso

October 5, 2015 at 4pm

- General guidance provided about our project
- Clarification around the rules for self-constructed networks
- RFP creation suggestions
- Eligible fiber amounts and cost allocation
 - o Max of 12 strands and the rest should be cost allocated
- Request for example of other quality RFPs
 - o Districts to look at were discussed

October 19th, 2015 at 1pm

- General guidance provided about project
- Network design
 - o General guidance provided around our topology
- Partnership with other entities and proper cost allocation
 - o Shared networks are encouraged and additional strands should be cost allocated out
 - o All construction costs are funded in a multi-purpose scenario and only the additional fiber amounts need to cost allocated
- Bidding out both leased and self-construction options
 - o Both need to be compared to find the lowest cost solution

December 17, 2015

- General guidance provided about the project
- Discussed bid evaluations and long term cost comparisons
 - o Confirmed that we should compare TCO over a 20 year term
- Discussed proper documentation that should be included

EXHIBIT 16

Kucharo, Ryan

From: Joe Freddoso <jfreddoso@gmail.com>
Sent: Wednesday, January 13, 2016 8:20 AM
To: Kucharo, Ryan; Melanie Turcotte
Subject: Re: willing to talk to Rhode Island

Follow Up Flag: Follow Up
Due By: Wednesday, January 13, 2016 8:21 AM
Flag Status: Flagged

Thanks Ryan. A representative from the Rhode Island Research and Education Network (OSHEAN) will be in touch. Copying Melanie Turcotte from the OSHEAN team.

Joe

On Tue, Jan 12, 2016 at 11:11 AM, Kucharo, Ryan <KucharoR@parkhill.k12.mo.us> wrote:

Sure, I would be happy to.

Thanks.

Ryan Kucharo
Manager of Network & Infrastructure



From: Joe Freddoso [mailto:jfreddoso@gmail.com]
Sent: Tuesday, January 12, 2016 10:11 AM
To: Kucharo, Ryan <KucharoR@parkhill.k12.mo.us>
Subject: willing to talk to Rhode Island

Ryan,

Happy new year...Would you be willing to talk briefly to an applicant from Rhode Island about your RFP and network design?

FYI-I am using your cost comparison to train the fiber project reviewers (confidential)...

Thanks for your consideration.

Joe

--

Joe Freddoso

Chief Operating Officer

Mighty River, LLC
137 South White Street

Wake Forest, NC 27587

(C) [919-247-5121](tel:919-247-5121)

jfreddoso@gmail.com

jfreddoso@mightyriverllc.com

--

Joe Freddoso

Chief Operating Officer

Mighty River, LLC
137 South White Street

Wake Forest, NC 27587

(C) 919-247-5121

jfreddoso@gmail.com

jfreddoso@mightyriverllc.com

EXHIBIT 17

FRN	FRN Status	471 Application Number	Billed Entity Name	Applicant City	Applicant State	Fund Year	Orig Funding Request	Cmt'd Funding Request	FCDL Date	FCDL Comment for 471 Application	FCDL Comment for FRN
1899005618	Funded	181003837	JUBILEE ACADEMIC CENTER	SAN ANTONIO	TX	2018	\$388,663.78	\$379,063.78	8/3/2018	MR1:17010069 - JUBILEE ASPIRE has been removed from under the "Requested Discount Calculation" section of the FCC Form 471 application. MR2:The total number of full time students for BEN 228601 was increased from 4951 to 6108 students that could be validated based on third party data. MR3:The NSLP count for BEN 228601 was increased from 3203 to 3693 students that could be validated based on third party data.	MR1:The Recipients of Service for all FRN Line Items was modified to remove 17010069 - JUBILEE ASPIRE to agree with the applicant documentation. MR2:The amount of the funding request was changed from \$40,485.81 per month to \$39,485.81 per month to remove the ineligible entity: 17010069 - JUBILEE ASPIRE.
1899057754	Funded	181029678	Texas Serenity Academy	Houston	TX	2018	\$10,629.14	\$5,314.57	8/3/2018	MR1:TEXAS SERENITY ACADEMY - 17005759 has been removed from the FCC Form 471 application due to the entity is ineligible to receive funding.	MR1:The amount of the funding request was changed from \$984.18 per month to \$492.09 per month to remove the ineligible entity: TEXAS SERENITY ACADEMY - 17005759.
1899029487	Funded	181017476	KINGS COMMUNITY ACTION ORGANIZATION, INC.	HANFORD	CA	2018	\$215,015.62	\$210,479.44	8/10/2018	MR1:MARGARET CRAWFORD HEAD START 16054229 has been removed from under the "Requested Discount Calculation" section of the FCC Form 471 application. MR2:CHILD ENRICHMENT CENTER 16074495 has been removed from under the "Requested Discount Calculation" section of the FCC Form 471 application.	MR1:The amount of the funding request was changed from \$5,800.00 one-time charges to \$5,600.00 one-time charges to remove the ineligible entity: MARGARET CRAWFORD HEAD START 16054229. MR2:The FRN was modified from \$19,425.52 per month to \$19,394.50 per month to agree with the applicant documentation. MR3:The amount of the funding request was changed from \$19,394.50 per month to \$19,342.17 per month to remove the ineligible entity: MARGARET CRAWFORD HEAD START 16054229. MR4:The amount of the funding request was changed from \$19,342.17 per month to \$19,041.17 per month to remove the ineligible product(s) or service(s): Tiers A and B equipment - \$301.00.